

NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KTT UBIADAS CONSTRUCTION CORP. that work may proceed on the Repair/Repainting of Ynares School Bldgs. at Carlos "Botong" V. Francisco Mem. National High School, Brgy. Mahabang Parang, Angono, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours

NINA RICCI A YNARE

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.27.75

EDGARDO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengouen, Ries and herein represented by its Proprietor/President/General Manager, DGARDO N. USIALAS , of legal age, Filipino citizen, single/married, resident of Binengouen, Ries , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, *• 2024 namely:

Repair/Repainting of Ymeres School Buildings at Carlos "Botong" V. Francisco Memorial National High School, Brgy. Mahabang Pereng, Angono, Risal

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 Cone Fundred (100) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, . 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Tores Thirthe Vince hereby caregants to pay the CONTRACTOR the amount of PESOS

(P 3,962,000.30

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

Our



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

 Thousand Six Handred Tee Perot 5 49/100 (P_1,188,602.49)

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

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation By: By: NINA RICCI A YNARES EDGARDO M. UBIADAS Provincial Governor Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Name/Entity Valid ID Presented September 24, 2031 Manila HON. NINA RICCI A. YNARES Passport No. P7689056B EDGARDO M. UBIADAS TIN No. 008-410-529 All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repeir/Repeinting of Yneres School Buildings of Carlos "Botong" V. Francisco Memorial National High School, Segy. Mahabang Farang, Angone, Rizel FEB 2 6 2025, , at Rizal Provincial WITNESS MY HAND AND SEAL this day of Capitol, Antipolo City.

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Doc No. _ Page No.

Book No.

Series 202 ←.

MOLE NO. VIOLEDOTTER

TO AL MA TOTAL

FOR MANAGEMAL THE SIGN THAT AND ANTIPOLO CITY PROJUNCE OF FLANT AND ECSLIBER 31, 282

JEP NO. 4373687 12708 2024 JEP CRITINENT NO. 24-15

NOTARYPUBLIC



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the
Construction of 1-Storey Ynares Multi-Purpose Bldg. (Senior Citizen's Office) at
Grand Valley Phase 3, Brgy. Mahabang Parang, Angono, Rizal
effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A YNARES

Governor

Lacknowledge receipt of this Notice on:

2.27.75

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of and office address at Binens	the Republic of the Philippines	A 40 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	pal place of business epresented by its
Proprietor/President/General Manager, citizen, single/married, resident of	BinauSonau' Mraar	hereinafter	referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in 36, 2. 2024 pursuant of the Sangguniang Panlalawigan Ordinance No.

Construction of 1-Storey Yneres Multi-Purpose Building (Senior Citizen's Office) at Grand Valley Phore 3, Ergy, Mehabong Parang, Angono, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Tree Hillion One than the Twenty Four Tree Hillion One than the Hillion One t

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 Burdred Tventy (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely;
 - a. SP Ordinance No. 36, 1, 2024
 - b. Certificate of Availability of Funds Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Three MITTIER OVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

P 3,124,621.54

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





- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Name Hundred Forty Six Thousand Four (P 946,461.59)

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

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

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

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

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

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



H

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of FEB 2 6 2025] at Antipolo City. HIT UBIADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: EDGARDO N. UBIADAS NINA RICCI A YNARES Provincial Governor/ & Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S. BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Date Place Name/Entity Valid ID Presented HON. NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila TIN No. 009-410-689 EDGARDO M. UBIADAS All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Construction of 1-Storey Yneres Multi-Purpose Building (Senior Citizen's Office) at Grand Velley Phase 3, Brgy. Mahabang Pareng, Angeno, Rizel WITNESS MY HAND AND SEAL this , at Rizal Provincial Capitol, Antipolo City. Doc No. Page No. Book No. NOTARY PUBLIC Series 20 2 5.

MCLE NO. VIII- VOL7916 FOLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF REAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Asphalt Overlaying with Concrete Reblocking (portion) of Main St., Villa Gloria 1 Subd., Brgy. San Isidro, Angono, Rizal

effective March 3, 2025 (Monday).

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

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

Very truly yours/

NINA RICCIA, WNARES

Governor

Lacknowledge receipt of this Notice on:

2.27.75

Authorized Signature:

Name of the Representative of the Bidder.

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

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

This AGREEMENT made and entered into by and between.	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government and existing under Republic Act No. 7160, with seat of government at the Riza Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, repuits PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, hereit PROVINCE; and	resented in this act by in referred to as the
a sole proprietorship/pri	vate corporation, duly
organized and existing under the laws of the Republic of the Philippines, with print and office address at	Flegal age, Filipino r referred to as the
WHEREAS, the PROVINCE declares that certain infrastructure works shipursuant of the Sangguniang Panlalawigan Ordinance No. 36, 1, 2024	ould be constructed in namely:
Asphelt Overlaying with Concrete Reblocking (portion) o Villa Glorie 1 Subdivision, Brgy. San Isidro, Angono, R	f Hein Street, isel
WHEREAS, the CONTRACTOR, warranting that it has the financial and to undertake the above said infrastructure works, has been declared as the Lowest Bid in a public bidding held last	inds itself to undertake in accordance with the works and specification and Form), Philippine Currency.
The whole works subject matter of this Agreement shall Ninety (90) calendar days, in accordance with the	be completed within
Documents, Approved Plans, Program of Works and Specifications, General and Contract, Supplemental or Bid Bulletins, if any, and supporting/related docum 2016 Revised Implementing Rules and Regulations of Republic Act No. 9 herewith and incorporated herein by way of reference, namely:	ents as required by the
a. SP Ordinance No. 36, *. 2024	
 b. Certificate of Availability of Funds 	
c. Scope/Program of Work and Detailed Estimate	
d. Plans and Specifications e. Construction Schedule	
f Remest for Expression of Interest	
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In consideration of the payment to be made by the PROVINCE to t latter hereby covenants with the PROVINCE to construct and complete the infr	he CONTRACTOR, the astructure works subject

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

Two Million One Bundred Six Thousand Four Bundred Fifty Right Page 1
64/100 (P2.106.458.64),
Philippine Currency, in consideration of the construction and only upon completion of the infrastructure

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS 27/100 (P. 639,775.27

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

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8

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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the appropriate court of the City of Antipo	olo, with the exclus	ion of any	other courts.	
IN WITNESS WHEREOF, the p	arties have hereunt olo City.	o signed th	is Agreement this	day of
GRB BUILDERS	RIZ	ZAL PROV	INCIAL GOVER	NMENT
Entity/Firm/Corporation			1	
By:	Ву		0	
GERALD KEN 3.J. BILOG		NINA	RICCI VNAI	RES
Proprietor/Manager/President		Pi	ovincial Obvernor	an was sale a
	WATER PROPERTY			27.
c F	WITNESSES			
0		144 100	TORIAN, TEJAD	
MARISSA N. CLEOFAS		MA. VIC.	OKIAB. IEJAD	
NOTAL	RIAL ACKNOWI	EDGMEN	(T	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.				
BEFORE ME, a Notary Public f	or and in Antipolo	City, perso	nally appeared the	following
Name/Entity	Valid ID Presen	ted	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P76890	56B	September 24, 2031	Manila
GERALD KENN S.J. BILOG	TIN No. 196-515		2	
All known to me and to me kno and acknowledgment that the same is t respectively present.	heir free voluntary	act and d	eed as well as the	entity that they
This instrument, consisting of the written and has been signed by the parties Asphalt Overlaying with Conville Glorie 1 Subdivision	hereto in each and e narete Reblock	very page h	ereof, refers to the	Agreement for:
WITNESS MY HAND AND S	SEAL this	FEB 266	2025 , at	Rizal Provincial
Capitol, Antipolo City.			ATTO BOOK	illemano
Doc No. 370			MOTA	RY PUBLIC
Page No. 67 Book No. Ul			NOTARYPU	68137010222025 BLAC 26/2014
Series 2025.			70°PCIN'IN	ENT NO. 24-15 VIII- 0007916



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Bilog.

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

> Asphalt Overlaying with Concrete Reblocking (portion) of 1st St. Villa Gloria I Subd., Brgy. San Isidro, Augono, Rizal

effective March 3, 2025 (Monday).

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

Very truly yours,

NINA RICCI A. VNARES

Governor

I acknowledge receipt of this Notice on:

2.27.75

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
GEB 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, Rivel , and herein represented by its Proprietor/President/General Manager, GERALD REW S.J. BILOG , of legal age, Filipino citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 35, * 2024 namely:
Asphelt Overlaying with Congrete Reblocking (portion) of let Street, Wills Clovie 1 Subdivision, Ergy. Sen Isidro, Angono, Risel
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of (P 100.04), Philippine Currency.
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed within calendar days, in accordance with the provisions of the Bid
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 a. SP Ordinance No. 36. 2. 2024 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications e. Construction Schedule
f. Request for Expression of Interest
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
h. Bid Security
i. Addenda and Supplemental Bulletin j. Notice of Award of Contract and the Contractor's Conformity thereto
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject to the contract 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 to the contract 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 to the contract of the payment to be made by the PROVINCE to the CONTRACTOR.

One Attition Six Bundred Fifty Mine Trovered Percy 64/100

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

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hendred States Seven (P 497, 700.19)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be









referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

the appropriate court of the City of A		ny other courts.	1 2
IN WITNESS WHEREOF, the FEB 2 6 2025 at A	ne parties have hereunto signed ntipolo City.	I this Agreement this	day of
GKB BUILDERS	RIZAL PR	OVINCIAL GOVERN	NMENT
Entity/Firm/Corporation		- /	
By:	By:	8	
24	N	INA RICCI A. YNAI	DEC
Proprietor/Manager/President	5.	Provincial Governor	
8	WITNESSES		
		W	
MARISSA N. CLEOI	FAS MA. V	ICTORIA B. TEJAD.	A
NO	TARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.S.	6.		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, pe	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GERALD WERN S.J. BILOG	TIN No. 196+519+323		
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act and	who executed the fore d deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the part	of three (3) pages including this ties hereto in each and every page	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
	th Concrete Reblocking rision, Brgy. San Iside		Street,
WITNESS MY HAND AN Capitol, Antipolo City.	D SEAL thisFARB		Rizal Provincial
Doc No. 331		Dyvil	V. VILLATOR
Page No. 68		NOTARY	FUELS
Book No. UI		NOTARY PU	\$1.100 RV2024

LOPPLATIMENT NO. 24-15 MOLE NO. VIII- GO17916 ROLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND MITIPOLO CITY PROVINCE OF RIZAL LINTIL DECEMBER 31, 2015.

Book No. Series 20 2 C.



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Bilog.

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Asphalt Overlaying with Concrete Reblocking (portion) of 3rd St. Villa Gloria 1 Subd., Brgy. San Isidro, Angono, Rizal

effective March 3, 2025 (Monday).

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

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

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: GERALD KENN SJ. BILOG



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

GKB	BUILDERS		, a sole p	roprietorship/pr	ivate corporation, duly
and office Proprietor/Pro citizen, singl	l existing under address at esident/General le/married, resi FOR. WITNES	Manager,	e Republic of the Phili Birel GERALD KERN S.J. Forong, Rizel	BILOG .	represented by its of legal age, Filipino ter referred to as the

Asphalt Overlaying with Concrete Reblooking (rortion) of 3rd Street, Ville Gloria 1 Subdivision, Bogy. San Isideo, Angono, Rizal

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

1. The whole works subject matter of this Agreement shall be completed within be completed within calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 36, 1. 2024
- b. Certificate of Availability of Funds
- Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Hillion Seven handred Turry Seven Thousand Three Hundred Pesos (P 2,737,300.12).

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

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Fight then are the Trouble of PESOS (P 221, 190.04)

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

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

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

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

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

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

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

 In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;

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

15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

the appropriate court of the City of A	ntipolo, with the exclusion of a	my other courts.	
IN WITNESS WHEREOF,	the parties have hereunto signed	d this Agreement this	day of
FEB 7 6 2025 at A	antipolo City.		
GKB BUILDER	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation		~ /	
	Desc	V 1	
By:	By:	pod	
GERALD RESK S.J. BILOG	N	INA RICCI À YNAI	
Proprietor/Manager/President		Provincial Governor	·(x
	WITNESSES		
C.K			
U		TCTORIA E TEJAD	Α.
MARISSA N. CLEO	FAS MA. V	ICTORD/DE TENAD	A
NO	TARIAL ACKNOWLEDGM	HENT	
DEDUCATION OF THE DUIL INDICES			
ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pul	blic for and in Antipolo City, pe	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GERALD KERN S.J. BILOG	TIN No. 196-519-323		
and acknowledgment that the same respectively present.	THE EMPLICATION APPROXIMATE LIBERTY	d deed as well as the	entity that they
This instrument, consisting written and has been signed by the pa	of three (3) pages including this arties hereto in each and every page.		
	th Congrete Reblocking islen, Brgy. Sen Isidre,		Street,
WITNESS MY HAND AN Capitol, Antipolo City.	ND SEAL this	2 6 2025 , at	Rizal Provincial
Doc No. 332		ATTORON	MILEY MILEY
Page No. 68		NO.	GARY PUBLIC
Book No. DI		NOTARY PU	3E16 01/02/202
Series 2027.		APPOINT	TUENT NO 24-15



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares School Bldg, at Brgy, San Roque, Angono, Rizal effective March 3, 2025 (Monday).

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

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

Very truly

NINA RICCI A. YNARES

Governor

I acknowledge receipt of this Notice on:

2.27.75

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UBIADAS CONSTRUCTION CORPOR	ATTON, a sole proprie	torship/private corporation, duly
organized and existing under the laws of and office address at Binen	the Republic of the Philippines gonem, Rigel , and BOCARRO M. URIADAS	, of legal age, Filipino
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	Binangonan, Risel	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in 36, 7, 2024 pursuant of the Sangguniang Panlalawigan Ordinance No.

Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares School Building at Brgy. Sen Reque, Angene, Rivel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Million Eight Handred Seventy Thousand (P 2,870,715,54), Philippine Currency. Seven Bundred Fifteen Perce \$ 54/100

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 (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 35. 9. 2024
 b. Certificate of Availability of Funds

 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Eight Hundred Seventy Thousand Seven Hundred Fifteen Pesos \$
- (P Z, 370, 715, 54 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a commet price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS FIGURE 1000 (P. 1000 PESOS FIGURE 1000 PESOS (P. 1000 PESOS PESOS PESOS (P. 1000 PESOS P

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

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

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

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

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ 2 6 2075 at Antipolo City. KIT UBLADAS CONSTRUCTION CORPORATION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCIA, YNARES EDGARDO M. UBIADAS Provincial Governor I Proprietor/Manager/President WITNESSES MA, VICTORIA B TEJADA MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Manila September 24, 2031 Passport No. P7689056B HON, NINA RICCI A. YNARES TIN No. 03#-410-6#3 EDGARDO M. UBIADAS All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Ymeres Multi-Purpose Covered Court and Ymeres School Building et Brgy. Sen Roque, Angono, Rivel WITNESS MY HAND AND SEAL this , at Rizal Provincial Capitol, Antipolo City. Doc No. 323 CIOUS Y. VILLAMA Page No. 66

> MCLE NO. VIII-0007916 ROLL NO. 67736
> FOR MUNICIPALITIES OF TAYTAY, CAINTA AND AMPROLO CITY PROVINCE OF CITAL LINES OF TAYTAY.

Book No. VI Series 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST. AND SUPPLIES that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Sitio Lupanggue Cmpd., Brgy. Sta. Cruz, Antipolo, City effective March 3, 2025 (Monday).

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

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

I acknowledge receipt of this Notice on:

Authorized Signature:

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

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

YAKALER CONSTRUCTION & SUFFLIE	\$, a sole proprie	torship/private corporation, duly
organized and existing under the laws of and office address at Proprietor/President/General Manager,	FOATS B. RIVERA	, of legal age, Filipino
citizen, single/married, resident of	Morong, Risal	hereinafter referred to as the

Improvement of Yneres Hulti-Furgose Covered Court et Sitto Luganggue Compound, Brgy. Ste. Grut, Antipolo City

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 (SO) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 36, 2. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

a m province Last assessment	ts to pay the CONTRACTOR the amount of PESOS
One Millon Coe Bundered Fourteen	Thousand Four findered Fighty Seven
Bacon E 22/100	(P1.114.437.27
Philippine Currency, in consideration of the con-	nstruction and only upon completion of the infrastructure abject of this Agreement as a contract price at the time and secified in the Bid and as agreed upon by the Contractor;

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 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Tourty Four Three Three Performance Star Perfor 4 33/100 (P 334,346.33)

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

the Bidding Documents;

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

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

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

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

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

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

11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;

- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes urising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ FFB 2 6 2025 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT YAKALER CONSTRUCTION & SUPPLIES Entity/Firm/Corporation By: By: NINA RICCI A. YNARES EDWIN B. BIVERA Provincial Governor J Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Place Date Name/Entity Valid ID Presented September 24, 2031 Manila HON, NINA RICCI A. YNARES Passport No. P7689056B EDWIN B. RIVERA TIN No. 429-018-900

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

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

THE STATE OF THE S	a mis been sig	ned by the plants	es nerewy in edetr in	to e ter's beille	, moroon, ren	are to the right	
	Compound,		Philti-Proposs Cruz, Antipolo SEAL this		ANTI	POLO CITY	-
Capitol, A	ntipolo City.						
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Page No. Book No. Series 20 21

NOVERNY BUBLIC FTR NO. 9596813 / 01/02/2025 IBP NO. 487368 / 12/26/2024 APPOINTMENT NO. 24-15 MCLE NO. VIII- 0007916 ROLL NO. 67736
FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST. AND SUPPLIES—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court, Stage and Fence and Imprv. of Ynares Multi-Purpose Bldg. at Brgy. Dela Paz and Brgy. Mayamot, Antipolo, City effective March 3, 2025 (Monday).

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

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

Very truly yours,

Governor WNARI

Lacknowledge receipt of this Notice on:

2.27.25

Authorized Signature:

Name of the Representative of the Bidder: EDWAN B. R

EDWAN B. RIVERA

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

YAKALER CONSTRUCTION & SUPPLIES	a sole proprietorship/private corporation, duly
organized and existing under the laws of the Republic of and office address at Norong, Rissi Proprietor/President/General Manager, FDLIN 3. Ecitizen, single/married, resident of Norong, Rissi CONTRACTOR, WITNESSETH, That,	of legal age, Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 35, 2024 namely:

Receir/Receinting of Ynerer Multi-Purpose Covered Court, Stage and Fence and Improvement of Yneres Multi-Purpose Building at Brgy. Dels Pes and Brgy. Mayenot, Antipolo City

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Jewery 24, 2925 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Militon Fifty Digital Thousand Ninety Nine. Philippine Currency.

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

- I. The whole works subject matter of this Agreement shall be completed within Sixty (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, e. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Militon Firty Eight Thousand Minety Nine Peros \$ 56/100

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



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 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS There involved Seventien Thousand Four through Total through The Policy of PESOS (P 317.429.87)

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

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

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

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

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

- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

RIZAL PROVINCIAL GOVERNMENT YARALER CONSTRUCTION & SUPPLIES Entity/Firm/Corporation By: By: SWIN 6. RIVERA Provincial Governor Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

MARISSA N. CLEOFAS

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

Place Date Valid ID Presented Name/Entity September 24, 2031 Manila HON, NINA RICCI A. YNARES Passport No. P7689056B TIN Na24-019-700 EININ B. RIVERA

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

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

Repair/Repainting of Ymeres Multi-Furpose Covered Court, Stage and Fenne and Improvement of Yneres Multi-Purpose Building at Brgy. Dels Pag end Brgy. Meyemot, Anticolo City WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 zc.

PTR NO. 9596813 / 01/02/2025 IBP NO. 487368 / 12/26/2024 APPOINTMENT NO. 24-15 MICLE NO. VIII- J007916

ROLL NO. 67736
FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Improvement of Water System at Brgy. Buhangin, Binangonan, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A.WNARES

Governor

I acknowledge receipt of this Notice on:

2.27.35

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

, a sole proprietorship/private corporation, duly KIT UBLADAS CONSISUCTION CORPORATION organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its Binemaynes, Airel and office address at Proprietor/President/General Manager, ENGASDO M. URIADAS citizen, single/married, resident of Binangonan, Risal , of legal age, Filipino hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, 8, 2024

Improvement of Water System at Begy. Bullengin, Binangonen, Rivel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Jacourty 24, 2025, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Hillon Four Sunders Six Prousums Five Heredred Forty Seven Peres \$ 31/100 (P 2,406,547.51), Philippine (P 2,406,547,51), 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 (72) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, 2. 2024
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Two Million Four Hundred Six Thousand Five Hundred Forty Seven Parce &

(P 2,406,547,51 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor,









- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Bundred Treaty One Thousand Size Issuered (P 721, 354, 25)

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

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

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

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

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

the appropriate court of the City of Ant	tipolo, with the	exclusion of a	y other courts.		
IN WITNESS WHEREOF, the	e parties have he tipolo City.	ereunto signed	this Agreemer	nt this	day of
KIT UBIADAS CONSTRUCTION COR	PORATION	RIZAL PRO	OVINCIAL GO	OVERNME	NT
Entity/Firm/Corporation			1		
By: Ma		By:	0		
14		00.520	per		
Proprietor/Manager/President		NI	NA RICCIA. Provincial Go		С
	WITNE	SSES			
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MARISSA N. CLEOF	AS	MA. V	CTOR B. T	EJADA	
NOT	ARIAL ACKN	OWLEDGM	ENT		
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.					
BEFORE ME, a Notary Publi	ic for and in Ant	ipolo City, per	sonally appear	ed the follo	wing
Name/Entity	Valid ID Presented		Date	Pla	ice
HON. NINA RICCI A. YNARES	Passport No. 1	P7689056B	September 24	, 2031 Ma	nila
EDCARDO M. UEIADAS	TIN No. 00	9-410-589	-	= =	_
All known to me and to me k and acknowledgment that the same i respectively present.	nown to be the s s their free volu	same person/s untary act and	who executed t deed as well	he foregoing as the entit	instrument y that they
This instrument, consisting of written and has been signed by the part	three (3) pages ies hereto in eacl	including this and every pag	page wherein e hereof, refers	this acknow to the Agree	ledgment is ment for:
Improvement of Water S	yeten et beg	y. Buhangto	, dinengon	m, 25 zel	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this	E Book	2 5 2025	, at Riza	l Provincial
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Page No. 65			ATO PRECIOUS	S Y, VILLAMAY	OR
Book No. 67 Series 20 Z V.			PTR NO. 9536	A FUBLIC	
1250 (00 10 House)			IBP NO. 4873	68 / 12/26/2024	

APPOINTMENT NO. 24-15.

MCLE NO. VIII- 3007916

ROLL NO. 67736

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND.

ANTROLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Brgy, Janosa, Binangonan, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours

NINA RICCI A) YNARES

Governor

I acknowledge receipt of this Notice on:

2.27.25

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of and office address at Binonger	the Republic of the Philippines	torship/private corporation, duly s, with principal place of business herein represented by its of legal age, Filipino
n	Elnengonen, Rizel	hereinafter referred to as the

Improvement of Yearse Multi-Purpose Covered Covet at Brgy. James, Dissegmen, Rivel

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

£

One Hundred Tventy (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:



- SP Ordinance No. 36, *. 2024
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto

8

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Three Militon Nine Hundred Staty Care Thousand Eight Hundred Minety Perce

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

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

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

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

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

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

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

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

J.

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

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

the appropriate court of the City of Antipo	lo, with the exclusion of ar	y other courts.	
IN WITNESS WHEREOF, the pa	arties have hereunto signed do City.	this Agreement this	day of
KIT UBIADAS CONSTRUCTION CORPO	PRATICAL PRO	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation		0	
By: Mr.	By:	600	
EDGARDO M. UDIADAS		NA RICCI A. YNAF)FS
Proprietor/Manager/President	NI	Provincial Governor	
r topi teor manager i restati			
2.4	WITNESSES	3	
7	CONTRACTOR AND ADMINISTRAL PROPERTY OF THE PARTY OF THE P	Ω	
MARISSA N. CLEOFAS	MA. V	CTORYA B TEJADA	4
NOTAR	HAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public for	or and in Antipolo City, per	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
EDGARDO M. DBIADAS	TIN No. 005-610-539		
All known to me and to me know and acknowledgment that the same is the respectively present. This instrument, consisting of the written and has been signed by the parties	neir free voluntary act and ree (3) pages including this	deed as well as the	entity that they
Improvement of Ynaces No. Stneagonen, Rival			
WITNESS MY HAND AND S Capitol, Antipolo City.	EAL thisday o	B 2 6 2025', at	Rizal Provincial
Doc No. 339		_20	uguillamaya
Page No. 65		ATB: FR	ECIOUS Y, VILLAMAYOR NOTARY PUBLIC
Book No. UI Series 20 2 r.			BL1G68131 01/03/2025 NO. 487368 / 12/25/2024
STANDARD AND STANDARD		AF	POINTMENT NO. 24-15 CLE NO. VIII - 0037916
			ROLL NO. 67736
		FOR MUNICIPA	ALITIES OF TAYTAY, CAINTA AND

ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction of Water System Level III at Brgy. Sapang, Binangonan, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI J. VNARES

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT UBIADAS CONSTRUCTION CORP.	RATION, a sole proprie	torship/priva	ite corporation, duly
organized and existing under the laws of and office address at Bin Proprietor/President/General Manager,	the Republic of the Philippines	2.25-2 5-22-2	ipal place of business epresented by its legal age, Filipino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That	Districtions are an	hereinafter	referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, 1, 2024 namely:

Constitution of Werer System Level III at Brgy. Sepang, Binangonen,

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 the bounded forty Eight 148 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - SP Ordinance No. 36, 4. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

Five Million aine sundred Sixty Four Processed Nine Perce & 69/100

(P 5,964,009,69

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







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

 Thousand Two Hundred Two Perces 4 91/100 (P_1,789,202.91)

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

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

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

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

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

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

Jurisdiction over civil cases of the appropriate court of the City of An	suit out of the tipolo, with the	implementatio exclusion of an	n of this Agreement, y other courts.	shall belong to
IN WITNESS WHEREOF, th	e parties have h			day of
at An	tipolo City.			
KIT UBIADAS CONSTRUCTION CO	RECRATION	RIZAL PRO	OVINCIAL GOVERN	NMENT
Entity/Firm/Corporation			0	
By: OM		By:	lod	
EDGARDO M. UNIADAS		NI	NA RICCI A! YNAF	RES
Proprietor/Manager/President			Provincial Governor	7.0
	WITNI	SSES		
CA	TATAL STA		01	
MARISSA N. CLEOF	AS	MA. V	CTOR B. TEJAD	A
NOT	ARIAL ACK	NOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.				
BEFORE ME, a Notary Publ	ic for and in An	tipolo City, per	rsonally appeared the	following
Name/Entity	Valid ID	Presented	Date	Place
HON, NINA RICCI A, YNARES	Passport No.	P7689056B	September 24, 2031	Manila
EDGARDO M. UBIADAS	TIN No.	09-410-699		
All known to me and to me and acknowledgment that the same respectively present.	snown to be the	same person/s luntary act and	who executed the fore i deed as well as the	egoing instrument entity that they
This instrument, consisting o written and has been signed by the par	f three (3) page ties hereto in eac	s including this h and every pag	page wherein this ac te hereof, refers to the	knowledgment is Agreement for:
Construction of Water Binangonen, Rizel	System Lava	l III et Beg		
WITNESS MY HAND AND Capitol, Antipolo City.	O SEAL this _	day o	2 6 2025 , at	Rizal Provincial
Doc No. 378 Page No. 67			ATOP PRECIOUS	Y VILLAMAYOR

Book No.

Series 2025

NOTARY PUBLIC 2025

BP NO. 437368 / 12/26/2024

APPOINTMENT NO. 24-15 MCLE NO. VIII- 0007916 ROLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to
KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the
Construction of Grouted Riprap for Side Protection with Concreting of Creek
Bed (portion) at Brgy. Janosa and Brgy. Kaytome, Binangonan, Rizal
effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI ALYNARES

Governor

I acknowledge receipt of this Notice on:

2.27.7

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at BINENSONED, KIZEI, and herein represented by its Proprietor/President/General Manager, EDOADED U. USIADAS, of legal age, Filipino citizen, single/married, resident of Binengonen, Rivel, hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, # 2024 namely:

Construction of Grouted Ripres for Slde Protection with Concreting of Greek Sed (portion) at Brgy. Jamese and Brgy. Keytone, Binengonen, Risel

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 Constitution (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated therewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, #. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Militon Four hundred Trenty Five Proviend Nine Hundred Ninety One

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



- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Hillion Six two levels Territy Stype Teores S 54/100 (P 1.527,797.54)

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

Jurisdiction over civil cases or he appropriate court of the City of Anti	suit out of the implementa	tion of this Agreement,	shall belong to
IN WITNESS WHEREOF, the			day of
KIT UBLADAS OMSTRUCTION COR Entity/Firm/Corporation	PORATION RIZAL P	ROVINCIAL GOVERN	IMENT
By: BY: BY: BY: BY: BY: BY: BY:	By:	NINA RICCI . YNAR Provincial dovernor,	
Proprietor/viamager/ resident	WITNESSES	The second of th	
MARISSA N. CLEOFA	47-247-22-22-2	VICTORIAD. TEJADA	
NOTA	ARIAL ACKNOWLEDG	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City,	personally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
ADGARDO SA UBIASSAS	TIN No. 008-410-653		-
All known to me and to me kn and acknowledgment that the same is respectively present.	nown to be the same person their free voluntary act a	s who executed the fore and deed as well as the	going instrument entity that they
This instrument, consisting of written and has been signed by the parti	three (3) pages including t es hereto in each and every p	his page wherein this ac	knowledgment is Agreement for:
Construction of Growter of Greek Bed (postion)	d River for Stor Pr	cheatlen with Conci	

Binengonen, Rizel

Capitol, Antipolo City.

Doc No. Page No. 69

Book No.

Series 20 Zr.

WITNESS MY HAND AND SEAL this

COLIS Y. VILLAR NOTARY PUBLICATION IBP NO. 487368 12226/323 APPOINTMENT NO. 24-15 MOLE NO VIII-0007918

at Rizal Provincial

FEB 2 6 2025

day of

ROLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAUNTA AND ANTIPOLO CITY PROVINCE OF ROAL UNTIL DECEMBER 11



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares School Bldgs, at Libis Elem. School at Brgy. Libis, Binangonan, Rizal

effective March 3, 2025 (Monday).

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

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

Very truly yours

NINA RICCI ALYNARES

Governor

I acknowledge receipt of this Notice on:

2.27.75

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at fine control, Rivel and herein represented by its Proprietor/President/General Manager, FLOARDO N. UNIONAS of legal age, Filipino citizen, single/married, resident of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and office address at fine control of the Philippines, with principal place of business and the place of business and th

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. ____35, g. 2024 _____namely:

Recele/Receinting of Ynares School Buildings at Libis Elementery School at Brgy. Libis, Binengonau, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Juniory 24, 2025 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Four Million Edges (P. 1997, 1997), Philippine Currency.

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

One World's whole works subject matter of this Agreement shall be completed within Calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 36, v. 2024
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Millon Fighty Seven Proposed Six Hundred Fifty Seven Peros

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

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- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One Million Two Normal Twenty Six Privated Twenty Si
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be









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

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

WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ 2025, at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation By: By: NINA RICCI A YNARES
Provincial Governor(* EDGARDO M. UBIADAS Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

Book No. Series 20 2 f

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

Place Date Valid ID Presented Name/Entity September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES TIN No. 008-610-689 EDGARDO M. UBIADAS

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

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

written and	i nas been sigi	ied by the parties hereto in each a	nd every page	nercoi, reier	s to the Agreement for.
		einting of Wares School Drgy. Libis, Binangoren,		or Libio	Elecentery
	TTNESS MY ntipolo City.	HAND AND SEAL this	FEB, 2,6	2025	, at Rizal Provincial
Doc No Page No.	335			ATT. PE	PICIOUS Y. VILLAMAYOR

IBP NO. 487388 / 12/26/2024 APPOINTMENT NO. 24-15 MOLE NO. VIII- 1007916 ROLL NO. 57736

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIDOLO DITY PROVINCE OF ROW WITH DECEMBER OF THE



NOTICE TO PROCEED

26 February, 2025

MR. MARK N. FERMINDOZA FERMINDOZA BUILDERS & CONST. ENT. Binangonan, Rizal

Dear Mr. Fermindoza:

The attached Contract Agreement having been approved, notice is hereby given to FERMINDOZA BUILDERS & CONST. ENT. that work may proceed on the Improvement of Ynares Multi-Purpose Bldg. (Senior Citizen's Office) at Parkplace Exec. Vill., Brgy. San Isidro, Cainta, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours

NINA RICETA, YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.77.25

MARK N. FERMINDOZA

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

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 38, 7, 2024 namely:

Improvement of Yarrer Multi-Purpose Building (Senior Citivon's Office) at Perkolage Basoutive Village, Orgy. Sen Island, Ceinze, Rivel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last 24, 2024, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Responsible State State Contract Currency.

[Port of the State Contract Currency of the State of the State Currency of the State of the Sta

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 PIFOY (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No. 35, #. 2024
- b. Certificate of Availability of Funds
- c. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for " ssion of Interest
- g. 13. ats including all the documents/statements contained in the winning dding envelopes

mental Bulletin

'ontract and the Contractor's Conformity thereto

 payment to be made by the PROVINCE to the CONTRACTOR, the 'ROVINCE to construct and complete the infrastructure works subject th the province of the Contract;

covenants to pay the CONTRACTOR the amount of PESOS and Piwe Hundred Forty One Peros & 08/100 (P_36G,341.G8),

f the construction and only upon completion of the infrastructure rties, subject of this Agreement as a contract price at the time and and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Hundred Fifty Eight Trouved Con Hundred (P 25), 152, 22

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

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

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

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

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

- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ at Antipolo City. FERMINDOZA BUILDERS * CONSTRUCTION SUPPLIES, IZAL PROVINCIAL GOVERNMENT Entity#Firm/Corporation NINA RICCI A. WARES RMINDOZA Provincial Governor Proprieto /Manager/President WITNESSES MA. VICTORIA E TEJADA MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Manila September 24, 2031 Passport No. P7689056B HON, NINA RICCI A. YNARES TIN No. 232+634-129 MARK FERMENDOZA All known to me and to me known to be the same person/s who executed the foregoing instrument respectively present.

and acknowledgment that the same is their free voluntary act and deed as well as the entity that they

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

Improvement of Yasres Bulti-Purpose Smilalag (Senior Citizen's Office) et Perkolace Executive Villege, Brgy. Sen leigro, Cointe, Rivel

	TITNESS MY HAND AND SEAL this	Faig 2, 6 2025	, at Rizal Provincia
Capitol, A	ntipolo City.		a willama
Doc No.	325		ADD PRECIOUS Y. VILLAN
Danie Mari	1.60		NUTARY FUBLIC

MOTARY FUBLIC Page No. NOTARY PUBLICATION 12/28/2024 Book No. PPOINTMENT NO. 24-15 Series 20 27 MOLE NO. VIII- 0007916

ROLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND METEROLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2015.



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONST. that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court at Greenpark Subd., Zone 3, Brgy. San Isidro, Cainta, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours

NINA RICCI ANYNARES

Governor

I acknowledge receipt of this Notice on:

2.27.35

Authorized Signature:

Name of the Representative of the Bidder.

DANILO C. MAGNO



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capital and Capital Capita	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
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organized and existing under the laws of and office address at Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That	the Republic of the Philippi Taytay, Rivel a DANILO MACMO Taytay, Rivel	orietorship/private corporation, duly ines, with principal place of business and herein represented by its of legal age, Filipino hereinafter referred to as the
WHEREAS, the PROVINCE de	clares that certain infrastru	ture works should be constructed in namely:

pursuant of the Sangguniang Panlalawigan Ordinance No. Repeir/Receinting of Ynares Multi-Purpose Covered Court at Greenpark Subdivision, Zone 3, Brgy. Sen Leidro, Ceinte, Rizel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of One Million Fifty Eight Tooured Two Hundred in consideration of the amount of 1,058,247.34), Philippine Currency. Forty Seven Perce \$ 34/100

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) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, 2. 2024
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

The PROVINCE berely covenants to pay the CONTRACTOR the amount of PESOS

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventeen Thousand Four Hundred Seventeen Thousand Four Hundred (PJ17,474.20

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

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

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

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

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

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ 2 6 2025 at Antipolo City. TRANCOM ENGINEERING CONSTRUCTION RIZAL PROVINCIAL GOVERNMENT Entity/Firm/Corporation By: By: NINA RICCI A. WARES
Provincial Governor 5 Proprietor/Manager/President WITNESSES MA. VICTORIA TEJADA MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity September 24, 2031 Manila HON, NINA RICCI A. YNARES Passport No. P7689056B TIN No. 130-961-254 DANILO MAGNO All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Yneres Multi-Purpose Covered Court at Greenpark Subdivision, Zone 3, Brgy. Sen Isidro, Ceinte, Rivel . at Rizal Provincial WITNESS MY HAND AND SEAL this Capitol, Antipolo City. Doc No. Page No. NOTARY PUBLICE 13/01/02/2020 Book No. IBP NO. 487368 | 12/25/2024 APPOINTMENT NO. 24-15 Series 20 Z f

MOLE NO. VIII- 0007918

ANTIPOLO CITY PROVINCE OF REZAL LINETIL DECENSES

ROLL NO. 67736 TPALITIES OF TAYTAY, CAUSTA AND



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Santos:

The attached Contract Agreement having been approved, notice is hereby given to FLS CONSTRUCTION & BUILDERS that work may proceed on the Repair/Repainting/Improvement of Yuares Multi-Purpose Covered Court at Brgy. San Juan, Cainta, Rizal

effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI ALYNARES

Governor

I acknowledge receipt of this Notice on:

2.27.35

Authorized Signature:

Name of the Representative of the Bidder.

FELIMON M. SANTOS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

FLS CONSTRUCTION & BUILDERS, a sole proprie	torship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines and office address at Teytey, Rizel and Proprietor/President/General Manager, FELIMM SANIOS	注:14年 (中国日本 中国日本) かけいにかい
citizen, single/married, resident of Teytey, Rizel CONTRACTOR. WITNESSETH, That,	hereinafter referred to as the

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court at Brgy. San Juan, Cainta, Rizal

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

1. The whole works subject matter of this Agreement shall be completed within Eighty (80) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

- a. SP Ordinance No.36, s. 2024
- b. Certificate of Availability of Funds
- e. Scope/Program of Work and Detailed Estimate
- d. Plans and Specifications
- e. Construction Schedule
- f. Request for Expression of Interest
- g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
- h. Bid Security
- i. Addenda and Supplemental Bulletin
- j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

Two Million Three Hundred Two Thousand One Hundred Seventeen Pesos

§ 28/100

(P 2,302,117.28

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



 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Ninety Thousand Six Hundred

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

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

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

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

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

- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ FEB 2 6 2025 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT PLS CONSTRUCTION 4 BUILDERS Entity/Firm/Corporation By: By: NINA RICCI ALVNARES FELLINON SANTOS Provincial Governor / * Proprietor/Manager/President WITNESSES

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

MARISSA N. CLEOFAS

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

Date Place Valid ID Presented Name/Entity September 24, 2031 Manila HON. NINA RICCI A. YNARES Passport No. P7689056B TIN No. 137-732-196 FELIMON SANTOS

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

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

Repair/Repainting/Improvement of Ynares Multi-Purpose Covered Court at Bray. San Juan, Cainta, Rizal

WITNESS MY HAND AND SEAL this FEB 2 8 2025 of Capitol, Antipolo City.

Page No. Book No. Series 20 25.

IBP NO. 487368 / 12/26/2024 APPOINTMENT NO. 24-15 MCLE NO. VIII- 0007916 ROLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Magno:

The attached Contract Agreement having been approved, notice is hereby given to TRANCOM ENGINEERING CONST. that work may proceed on the Installation of Electronic Scoreboard and Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. San Juan, Cainta, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours.

NINA RICCI A VNARES Governor

I acknowledge receipt of this Notice on:

2.27-25

Authorized Signature:

Name of the Representative of the Bidder:

DANILO & MAGNO

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

TRANSOM ENGINEERING	CONSTRUCTION	a sole propriet	torship/priva	te corporati	on, duly
organized and existing under and office address at	Tavizy, Rizzi		TREADER TO	epresented legal age.	The second secon
Proprietor/President/General citizen, single/married, res CONTRACTOR, WITNES	ident of Taytay,	Ricel		referred to	

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, 9, 2024 namely:

Installation of Electronic Scoreboard and Repair/Repainting of Ymares Multi-Purpose Covered Court at Brgy. San Juan, Cainte, Rival

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 Strey (60) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 35, v. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Five Hundred Seventeen Thousand Seven Hundred Twenty Eight

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





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

 Bundred Fighteen Peros 8 62/100 (P 455, 318.62)

 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this

Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;

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

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

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

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

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;

- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT TRANCOM ENGINEERING CONSTRUCTION Entity/Firm/Corporation By: By: NINA RICCTA. VNARES
Provincial Governor (Proprietor/Manager/President WITNESSES MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity Passport No. P7689056B September 24, 2031 Manila HON. NINA RICCI A. YNARES TIN No. 130-861-254 DANILO MAGNO All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Installation of Electronic Scoreboard and Repair/Repainting of Yneres Multi-Purpose Covered Court at Brgy. San Juan, Cainte, Rival , at Rizal Provincial WITNESS MY HAND AND SEAL this Capitol, Antipolo City. Doc No. OUS Y. VILLAMAYOR Page No. 66 NOTARY PUBLIC 98813 MINIZZOZ Book No. BP NO. 457368 / 12/25/2004 APPOINTMENT NO. 24-15 Series 20 z 5

MCLE NO. VEF-0007916 ROLL NO 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL LIMITIL DESERGE OF STATES



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Aquino:

The attached Contract Agreement having been approved, notice is hereby given to DIAZ AQUINO CONST. CORP. that work may proceed on the Improvement of Ynares Multi-Purpose Covered Court at Tadlak Elem. School, Brgy. Looe, Cardona, Rizal

effective March 3, 2025 (Monday).

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

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

Very truly yours;

NINA RICCI ALYNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.2.7.25

PAOLO OLIVER D. AQUINO



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binengone, Rivel and herein represented by its Proprietor/President/General Manager, FMOLO OLIVER D. ACUISO , of legal age, Filipino citizen, single/married, resident of Binengonen, Rivel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

Improvement of Ynames Molti-Purposs Covered Court et Tedlek Elementery School, Brgy. Lood, Cardone, Riss)

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 Fight (48) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated berewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB RES. No. 7, s. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto

In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

3 The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillion Four Hundred Thirty Three Thousand Five Hundred Seventeen

Pegos 8 31/100 (P1,433,517.31

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

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Hundred Thirty Thousand Fifty Five Perce \$ 19/100 (P 430,055.19

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ FFB 2 6 2025 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT DIAZ AQUINO CONSTRUCTION CORPORATION Entity/Firm/Corporation By: Bv: NINA RICCI A. WARES PACLO CLIVER D. Provincial Governor Proprietor/Manager/President WITNESSES MA. VICTORIA'B. TEJADA MARISSA N. CLEOFAS

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Date Place Valid ID Presented Name/Entity September 24, 2031 Manila Passport No. P7689056B HON. NINA RICCI A. YNARES PAOLO GLIVER D. AQUINO TIN No. 010-084-780

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

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

Improvement of Yneres Multi-Purpose Covered Court at Tadlak Elementery School, Segy. Looc, Cardone, Riral

WITNESS				EEB:	2.6	2025	ANTIPOLO CITY	
. WITNESS	MY HA	ND AND	SEAL	this	-	day of	, at Rizal	Provincia
Capitol, Antipolo Cit	ty.							

Doc No. Page No. Book No. Series 20 25.

POINTMENT NO. 24-15 MCLE NO. VIII- 0007918

ROLL NO. 67736 INICIPALITIES OF TAYTAY, CAINTA AND AATTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

MR. BRIAN D. FERIDO DUKHEA CONSTRUCTION Binangonan. Rizal

Dear Mr. Ferido:

The attached Contract Agreement having been approved, notice is hereby given to DUKHEA CONSTRUCTION that work may proceed on the Construction of School Canteen at Boor Barrio School, Brgy. Boor, Cardona, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A NARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

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NTP 01242025#19

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at https://doi.org/10.1001/j.com/projector/President/General Manager, <a hre

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Ross, No. 7,50, 2024 namely:

Construction of School Canteen at Boor Berrio School, Srgy, Boor, Cardons, Rizel

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 the provision of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 7, e. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

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

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



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 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Bundred Fifty Three Thousand Seven

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

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

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

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

- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this o city day of 26 2025 at Antipolo City.

DUKHEA CONSTRUCTION Entity/Firm/Corporation	RIZAL PROVINCIAL GOVERNMENT
By: BRIAN D. FORIDO Proprietor/Manager/President	NINA RICCI A. YNARES Provincial Governor J
MARISSA N. CLEOFAS	WITNESSES MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place
HON, NINA RICCI A, YNARES Passport No. P7689056B September 24, 2031 Manila
BRIAN D. FERIDO TIN No. 200-263-262

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

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

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	WITNESS MY Antipolo City.	HAND AND				day of			, at	Rizal	Provincial
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Book No. //
Series 20 Z F. BP NO. 487368 / 1226/2024
APPOINTMENT NO. 24-15
MCLE NO. VIII - 0007916

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

MR, MICHAEL A. VILLARIÑA MAK-JAMS CONSTRUCTION Binangonan, Rizal

Dear Mr. Villariña:

The attached Contract Agreement having been approved, notice is hereby given to MAK-JAMS CONSTRUCTION that work may proceed on the Improvement of Multi-Purpose Bldg. (Daycare Center) at Purok 8, Sitio Balayong, Brgy. Calahan, Cardona, Rizal

effective March 3, 2025 (Monday).

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

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

Very truly pours

NINA RICCI A YNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.27.25

MICHAEL A.

NTP 01242025#20



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

, a sole proprietorship/private corporation, duly MAK JAMS CONSTRUCTION organized and existing under the laws of the Republic of the Philippines, with principal place of business and herein represented by its and office address at Binengenes Piesl and Proprietor/President/General Manager, MICHAEL VILLARINA citizen, single/married, resident of Binengenes, Rivel , , of legal age, Filipino hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, 2024

Improvement of Multi-Purpose Swilding (Day Care) at Furok 8, Sitto Beleyong, Brgy. Celeben, Cerdone, Risel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last __ Jenusry 24, 2025 __, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification One Million Three Bandred Eighteen Thousand in consideration of the amount of (P 1,318,301.71), Philippine Currency. \$ 71/100 Three Mandred One Peros

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 (68) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36. 2. 2024
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
- One Million Three Hundred Eighteen Thousand Three Hundred One Pesos & Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Streety Five Thousand Four Hundred Streety Five Thousand Four Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

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

Entity Firm/Corporation

By:

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCIA. YNARES
Provincial Obvernor

Proprietor/Manager/President

WITNESSES

MARISSA N. CLEOFAS

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

NICHAEL VILLARINA

TIN No. 221-027-734

t it is a second of the foregoing instrum

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

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

Improvement of Hulti-Purpose Building (Day Care) at Purok 8, Sitio Balayong, Srgy. Calaban, Candone, Rizal

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

Doc No. 340

Page No. 69 Book No. 69

Series 20 25.

PRECIOUS Y. VILLAMAYOR
NOTARY PUBLIC
FOR NO. 8556813p01p02024
BP NO. 487388 / 1228/2024
APPOINTMENT NO. 24-15
MOLENO VILL 1007816

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Ynares School Bidgs, at Brgy, Calaban, Cardona, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A, MNARE

Governor

I acknowledge receipt of this Notice on:

2.77.25

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. UBIADAS



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

KIT USIADAS CONSTRUCTION CORPO	RATION a sole proprie	torship/priva	te corporation, duly
organized and existing under the laws of and office address at Binang	oora, Rivel and	THE CALL AS	epresented by its legal age, Filipino
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR, WITNESSETH, That	Blamgonen, Masl	hereinafter	referred to as the

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

Repair/Repainting of Yneres Multi-Purpose Covered Court and Ynerse School Suildings at Brgy. Celeben, Cardens, Rizal

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last __ Jerarery 24, 2025 ___, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Two Hillion Five Hundred Focty One Trousend (P 1,561,017.49), Philippine Currency.

Seventeen Peros 4 49/100

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 Budged Tweety (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely;
 - SP Ordinance No. 36, *. 2024
 - b. Certificate of Availability of Funds
 - Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;

PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

2,541,017,48

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





- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Seven Hundred Strey Tee Document Three Hundred Five Perce 1 24/100 (P 762, 303, 24

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

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

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

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

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

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to:
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

26

The same

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the				day o
KIT UBIADAS CONSTRUCTION COR	PORATION	RIZAL PR	OVINCIAL GOVERN	NMENT
Entity/Firm/Corporation			6	
By: Ma		By:	ad	
EDGARDO M. UBIADAS		N	NA RICCI A. YNAF	RES
Proprietor/Manager/President		Provincial Governor(
	WITNI	ESSES		
CAD			0	
MARISSA N. CLEOF	AS	MA. V	ICTORIA B. TEJADA	A
NOT	ARIAL ACK	NOWLEDGM	HENT	
REPUBLIC OF THE PHILIPPINES)				
ANTIPOLO CITY) S.S.				
BEFORE ME, a Notary Publi	ic for and in An	tipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID	Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No.	P7689056B	September 24, 2031	Manila
EDGARDO M. UBIADAS	TIN No. O	08-610-669		
All known to me and to me k			who executed the fore	going instrume

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

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

		nting of Yneres Multi-P		
Capitol	WITNESS MY Antipolo City.	HAND AND SEAL this	day of 2025	, at Rizal Provincial
Doc No	328		ACON TRACCI	OUS Y. VILLAMAYOR
Page No	0. 67		1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	TANY PUBLIC

Page No. 67
Book No. 67
Series 2025.

APPOINTMENT NO. 24-15
MOLE NO. VIII-0007936
ROLL NO. 67730
FOR MUNICIPALITIES OF TAYTAY, CAINTA AND
ANTIPOLO CITY PROVINCE OF REAL CHITA DESCRIBER 31, 2005



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KIT UBIADAS CONSTRUCTION CORP. that work may proceed on the Construction of Slope Protection at Sitio Ikik, Brgy. Lubo, JalaJala, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICETA YNARES

Governor

Lacknowledge receipt of this Notice on:

2.77.75

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO M. UBIADAS

22

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Proprietor/President/General Manager, EDCARGO & UBIADAS , of legal age, Filipino citizen, single/married, resident of Blasagenson, Rival , hereinafter referred to as the CONTRACTOR, WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, 2024 namely:

Construction of Slope Protection at Sitio Ikik, Bray, Lubo, Julejala, Rizel

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 Burderd Tventy (120) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, *. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
- 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Four Million Two Mandred Eighty Thousand Seventeen Peros 1 20/100

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







- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS One William Two Mandered Elighty Foor Toourend (P 1, 284, 005.16

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

On

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ______ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation By: By: EDGARDO M. UBTADAS NINA RICCI AL YNARES Provincial Governor Proprietor/Manager/President WITNESSES B. TEJADA MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Date Valid ID Presented Name/Entity September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES TIN No. 008+410-689 EDGARDO M. UBIAGAS respectively present. This instrument, consisting of three (3) pages including this page wherein this

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

This instrument, consisting of three (3) pages written and has been signed by the parties hereto in each	and every page hereof, refers to the Agreement for:	
Construction of Slope Protection : Jelejele, Rizel	t Sitio Ikia, Ergy. Luto,	
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	FEB 2 6 2025 , at Rizal Provincial	
Page No. 200 Book No. 20 Series 2024	NOTARY PUBLICAMAYOR NOTARY PUBLICAMAYOR NOTARY PUBLICAMAYOR NOTARY POBLICAMA 12/25/2025 SP NO. 45/758/1/12/25/2024 APPOINTMENT NO. 24-15 MICLE NO. VIB-1007916 FOR MUNICIPALITIES OF TAYTAY, CANTA AND ANTIPOLO GITY PROSINCE OF TIZAL UNTIL DESPRESE 21	100



NOTICE TO PROCEED

26 February, 2025

MR. DARRYL JEL L. ROBLES DJL ROBLES BUILDERS Morong, Rizal

Dear Mr. Robles:

The attached Contract Agreement having been approved, notice is hereby given to DJL ROBLES BUILDERS—that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Bldg. (Brgy. Hall)Brgy. Maybancal, Morong, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours.

NINA RICCI A. YWARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

2.27 3

DARRYL JEL L. ROBLES

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
	The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
	organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at horong, Rivel, and herein represented by its Proprietor/President/General Manager, DARKYL JEL L. ROSLES of legal age, Filipino citizen, single/married, resident of Morong, Rivel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No36, **. 2024 namely;
	Repair/Receinting of Ymaros Multi-Furrose Dvilding (Bzgy. Hell) Brgy. Maybancal, Morong, Rival
	WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last Jenuary 24 , 2025 , has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of

(P 1,076,027.61 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Milion Seventy Six Thousand Iventy Seven Peros 1 61/100

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

 Eight Bundred Eight Pesos \$ 28/100 (P 322, 309, 28)

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

the Bidding Documents;

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

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

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

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& Shokler

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ANTIPOLO CITY at Antipolo City.

D.H. ROMERS BUILDERS Entity/Firm/Corporation

By:

NINA RICCI A. WNARES Provincial Governor

RIZAL PROVINCIAL GOVERNMENT

Proprietor/Manager/President

By:

WITNESSES

MARISSA N. CLEOFAS

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

Manila September 24, 2031

DARRYL JEL L. ROBLES

TIN No. 273-317-817

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

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

Repair/Sereinting of Yneres Multi-Furpose Suilding (Sugy, Hell) Brgy. Maybencel, Morong, Rivel ANTIPOLOCITY

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

338 Doc No.

Page No. 64 Book No.

Series 20 25.

PRECIOUS Y. VILLAMAYOR NOTARY PUBLIC NORINAL 9596879 L/01/02/2022 IBP NO. 487388 / 12/26/2024

APPOINTMENT NO. 24-15 MCLE NO. VIII- 0007916

ROLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL BECENBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Bilog.

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

Const. of Ynares Stage at Natividad St., Sitio Ibaba, Brgy. San Pedro, Morong, Rizal effective March 3, 2025 (Monday).

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

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

NINA RICCI

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: GERALD KENN SJ. BILOG

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:	
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and	
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, Rivel , and herein represented by its Proprietor/President/General Manager, GERALD KERN S.J. BILOG of legal age, Filipino citizen, single/married, resident of Forong, Eitel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,	
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No	
Construction of Ymeres Stage at Bativided Street, Sitto Ibaba, Brgy. Sen Pedro, Morong, Sizzl	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last	
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 Big Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the State of Seventy Plans, Program of Works and Specifications, General and Special Conditions of the Seventy Plans, Program of Works and Specifications, General and Special Conditions of the Seventy Plans, Program of Works and Specifications, General and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Special Conditions of the Seventy Plans, Program of Works and Plans, Plans of the Seventy Plans of the Seventy Plans of the	f
Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:	
10.000000000000000000000000000000000000	
a. SP Ordinance No. 35, F. 2024	
b. Certificate of Availability of Funds	
c. Scope/Program of Work and Detailed Estimate	
d. Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of Interest	
 g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes h. Bid Security 	
i. Addenda and Supplemental Bulletin	
j. Notice of Award of Contract and the Contractor's Conformity thereto	
In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;	ct
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESC one Militon Str Hundred Fifty Three Thousand Fifty Two Perce 5 52/100	S

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS For Burded Ninety Five Toursed N
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

1/2

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

the appropriate court of the City of Anti-	polo, with the exclusion of a	ny other courts.	
IN WITNESS WHEREOF, the FEB 2 6 2025 at Anti	parties have hereunto signed polo City.	this Agreement this	day of
		- James	
CACE BUILDERS	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation		Q 1	
By:	By:	per	
CHA	10000	NA DICCI A VNAI	me
GERALD KERN S.J. BILOG	NI	NA RICCI A. YNAI Provincial Governor	
Proprietor/Manager/President		FIREMANN SERVICE	2 -
	WITNESSES		
CA			
MARISSA N. CLEOFA	s MA V	CTORIA DE TEJAD	A
WITHDOT IN CLIEBT PL	G SAMSHES	C	
NOTA	RIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, per	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GERALD MENN S.J. BILOG	TIN No. 196-519-323		
All known to me and to me known and acknowledgment that the same is respectively present.	own to be the same person/s their free voluntary act and	who executed the fore deed as well as the	going instrument entity that they
This instrument, consisting of t written and has been signed by the partie			
Conservation of Yndres Brgy. Sen Pedro, Morong		reet, Sitto Ibeb	0,
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday o	7 0 2025, at	Rizal Provincial
Doc No. 317			,
Page No. 65		ATTVODEROUS	DILAMAYOD
Book No. VI		U. KOLZBY BI	SET CHATOK

PTP: NO. 9596813 / 01/02/2025
IEP NO. 487368 / 12/26/2024
APPOINTMENT NO. 24-15
MCLE NO. VIII- 0007916
ROLL NO. 67736
FOR MUNICIPALITIES OF TAYTAY, CAINTA AND
ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025

Series 20 2 f.



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

> Improvement of Child Development Center and Improvement of Ynares Multi-Purpose Covered Court at Brgy. San Pedro, Morong, Rizal

effective March 3, 2025 (Monday).

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

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

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: GERALD KENN SJ. BILOG



(P 1,248,457,64

KNOW ALL MEN BY THESE PRESENTS:

THE ACTOR TO THE WORLD work and entered into by and between:

This AGREEMENT made and entered into by and between.	a W
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organ and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Car Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act its PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as PROVINCE; and	et by the
GRE BUILDERS a sole proprietorship/private corporation,	duly
organized and existing under the laws of the Republic of the Philippines, with principal place of bus and office address at	its ipino s the
WHEREAS, the PROVINCE declares that certain infrastructure works should be construct pursuant of the Sangguniang Panlalawigan Ordinance No	nely:
Improvement of Child Development Center and Improvement of Yearse teplti-Purpose Covered Court at Sugy. San Pedro, Morang, Rivel	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical compete to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsibility and public bidding held last	ertake th the cation
NOW. THEREFORE, for and in consideration of the foregoing premises, the parties hereby agree as follows: 1. The whole works subject matter of this Agreement shall be completed calendar days, in accordance with the provisions of the control of the foregoing premises, the parties hereby agree as follows:	within he Bid
Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions, Supplemental or Bid Bulletins, if any, and supporting/related documents as required 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are into herewith and incorporated herein by way of reference, namely:	by the
a. SP Ordinance No. 36, F. 2024	
b. Certificate of Availability of Funds	
 Scope/Program of Work and Detailed Estimate 	
d. Plans and Specifications	
e. Construction Schedule	
f. Request for Expression of Interest	
 Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes 	
h. Bid Security	
i. Addenda and Supplemental Bulletin	
 j. Notice of Award of Contract and the Contractor's Conformity thereto 	
and the province to the CONTRACTO	OR th
 In consideration of the payment to be made by the PROVINCE to the CONTRACTOR latter hereby covenants with the PROVINCE to construct and complete the infrastructure works of this Agreement in conformity with the province of the Contract; 	subjec
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of Open 1917 100 Inches Total Porty Fig. 1 1950 Fond Force hundred Fifty Seven	PESO

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

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Three Hundred Seventy Four Trouved Five Hundred 1912ty Sevent Four 19
- Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty period;
- For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE;
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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

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

- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

1

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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

the appropriate court of the City of IN WITNESS WHEREON	the parties have hereunto signed		day of
FEB 2 6 2025, #	Antipolo City.		
CKB BUTLDERS	RIZAL PR	OVINCIAL, GOVER	NMENT
Entity/Firm/Corporation		0	
By:	By:	Lead	
GERALD HER S.J. BILOG	N	NA RICCIA. YNAF	RES
Proprietor/Manager/President	5	Provincial Governor	1 x
5 ** ** ** ** ** ** ** ** ** ** ** ** **	WITNESSES		
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MARISSA N. CLI	OFAS MA. V	ictorias: tejad	A.
	NOTARIAL ACKNOWLEDGM	TENT	
2	(OTARIAL ACKNOWLEDGE	ora va	
REPUBLIC OF THE PHILIPPIN ANTIPOLO CITY)	ES) S.S.		
BEFORE ME, a Notary I	Public for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GEPALD KHEN S.J. BILDS	TIN No. 196-51-523		-
All known to me and to r and acknowledgment that the sar respectively present.	me known to be the same person/s me is their free voluntary act and	who executed the fore i deed as well as the	going instrument entity that they
This instrument, consisting written and has been signed by the	ng of three (3) pages including this parties hereto in each and every page	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Nulti-Hurges Cover	id Development Conter and red Court at Brgy. San Ped	Increvenent of '	lustes 1
WITNESS MY HAND A	AND SEAL thisFEB	2 6 2025, at	Rizal Provincial
Doc No. 329		NE PO	HOUS Y. VILLEMAYOR
Page No. 67		PTRNO	UTARY PUBLIC 1,3655613 / 171/02/2023
Book No. U/ Series 20 Z5		NOTARY PUI	31LTC08.112/26/2024 (ACTMENT NO. 24-15
Control and the Control		MCL	E NO. VIII- 0007916 P'LL NO. EFFOR
		STIR MUNICIPAL	MESICE TAYTAY CANTA AND
		ANTIPOLO CITY PROVIN	CONTRACTOR OF STREET



NOTICE TO PROCEED

26 February, 2025

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

Dear Ms. Soriano:

The attached Contract Agreement having been approved, notice is hereby given to RSS CONSTRUCTION & SUPPLIES—that work may proceed on the Improvement of Road at D. Masaya St., Brgy. Hulo, Pitilla, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A.WNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

NOEMA D. SORIANO



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

RSS CMSTRUCTION * SUPPLIES organized and existing under the laws of and office address at Technical	the Republic of the Philipp	and herein represen	nted by its
Proprietor/President/General Manager, citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	Terese, Risel	of legal, hereinafter referr	ed to as the
WHEREAS, the PROVINCE despursuant of the Sangguniang Panlalawiga Insurvement of Road of I	n Ordinance No. 29	84 2044	constructed in namely:

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 51rty (50) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, 9, 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Seven is noticed Pifty Four Thousand One Hundred Treaty Six Ferres \$

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









- 4. The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two hundred Twenty Six Tooursas' Two hundred (P 226, 237, 90 Brighty Seven Peses \$ 90/100 Philippine Currency, as a measure of guarantee for the faithful compliance with his obligations under this Agreement and all papers/documents in support thereto and/or incorporated herewith, in accordance with the Bidding Documents;
- 6. Contractor undertakes to post a warranty security to guarantee performance of his responsibilities in case of "Structural Defects and Failures" occurring during the applicable warranty
- 7. For the duration of the Contract, a Contractor's All Risk Insurance shall be obtained and maintained by the CONTRACTOR under his name and at his own expense, copy of which shall be provided the PROVINCE; (Not Apolicable)
- 8. The provision of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act of 2003, and its Implementing Rules and Regulations and Republic Act No. 7160, otherwise known as the Local Government Code and the Implementing Rules and Regulations embodied in the General Accounting Auditing Manual (GAAM), unless otherwise inconsistent with Republic Act No. 9184, regarding the payment of damages, whether liquidated and compensatory damages or restitution shall be applicable in the implementation of this Agreement;

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

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



- 9. The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- 10. The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be





referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

the appropriate court of the City of	(34) 80		
IN WITNESS WHEREOF,	the parties have hereunto signed	d this Agreement this	day of
at 2 5 2025	Antipolo City.		
. Free Inter Section			
RSS CONSTRUCTION 4 SUPPLI	ES RIZAL PR	ROVINCIAL GOVER	NMENT
Entity/Firm/Corporation		0 1	
By: (// -	By:	Kad	
NOBEL DE SORIANO	N	INA RICCI A. VNAI	RES
Proprietor/Manager/President	672	Provincial Governor	18
	WITNESSES		
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MARISSA N. CLEO	OFAS MA. V	TCTOREAD, TEJAD.	A
NY	OTARIAL ACKNOWLEDGN	TENT	
235	JIARIAL ACRIO WEEDON		
REPUBLIC OF THE PHILIPPINE ANTIPOLO CITY)	SS) S.S.		
BEFORE ME, a Notary Po	ublic for and in Antipolo City, po	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
NOEMI D. SCRLAGO	TIN No. 165-352-366		-
All known to me and to m and acknowledgment that the sam respectively present.	e known to be the same person/s se is their free voluntary act an	who executed the fore d deed as well as the	egoing instrument entity that they
This instrument, consisting written and has been signed by the p	of three (3) pages including this parties hereto in each and every pa	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Improvement of Road	et D. Messya Street, Dog	y, Hulo, Filille	, Rizel
	EFR	2 6 2025) , at	
WITNESS MY HAND A Capitol, Antipolo City.	ND SEAL thisday	of total , at	Rizal Provincial
		ATT	geri/acrayo
Doc No. 322		101.16	NOTARY PUBLIC
Page No. 66 Book No. 11		NOTARY PIR	NO. 9586813 / 01/02/2025 BIDI 67368 / 12/26/2924
Series 2025.		Af	PPOINTMENT NO. 24-15 ACLE NO. VIII- 0007916

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECENSER 31, 2015



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Rivera:

The attached Contract Agreement having been approved, notice is hereby given to YAKALER CONST. AND SUPPLIES that work may proceed on the Improvement of Ynares Multi-Purpose Bldg. (Brgy. Hall) at Brgy. Niogan, Pililla, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A, YMARES

Governor

I acknowledge receipt of this Notice on:

02.27.25

Authorized Signature:

Name of the Representative of the Bidder.

EDWIN B. RIVERA



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

, a sole proprietorship/private corporation, duly YAKALER CONSTRUCTION & SUPPLIES organized and existing under the laws of the Republic of the Philippines, with principal place of business , and herein represented by its and office address at Horney, Civel of legal age, Filipino Proprietor/President/General Manager, EDWIN 8. PIVERA citizen, single/married, resident of Process. First hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 35, *. 3024

Improvement of Ynares Multi-Percore Building (Brgy. Hell) at Brgy. Miogen, Pilille, Rivel

WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical competence to undertake the above said infrastructure works, has been declared as the Lowest Calculated Responsive Bid in a public bidding held last <u>January 24, 2025</u>, has accepted and binds itself to undertake the construction and completion of the above said infrastructure works strictly in accordance with the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of Case Militon Forty Eight Thousand Four thocard Seventern Person 1 16/100 (P 1,043,417.16), Philippine Currency.

Seventeen Peror \$ 16/100

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

- I. The whole works subject matter of this Agreement shall be completed within Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:

 - a. SP Ordinance No. 36, e. 2024
 b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- 2. In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Hillian Forty Bight Thousand Four Hundred Saventren Perce # 15/100

(P 1.047.417.16 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS These Bandred Fourteen Thousand Five Bandred Territy Five Pesos \$ 15/100 (P. 384, 323.15)

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

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

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

"All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0,001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."

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

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

- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

THE RIVERA

Proprietor/Manager/President

The appropriate court of the City of Antipolo, with the exclusion of any other courts.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _______ day feel Z 6 2025 at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. WARES

Provincial Governor Y

WITNESSES

MARISSA N. CLEOFAS

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

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

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

Name/Entity Valid ID Presented Date Place

HON, NINA RICCI A. YNARES Passport No. P7689056B September 24, 2031 Manila

FININ B. RIVERA TIN No. 6284-018-700

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

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

Improvement of Ynares Multi-Postoge Svilding (Segy. Hell) at Begy. Higgsn, Pililia, Risal

WITNESS MY HAND AND SEAL this FEB 2 6 2025 day of ______ at Rizal Provincial Capitol, Antipolo City.

Doc No. 392
Page No. 7/
Book No. 2//
Series 20 25.

ATP: PRECIOUS Y, VILLAMAYOR
NO T AND YOR PUBLIC C
PTR NO. 9596813 / 01/02/2025
ISP NO. 487368 / 12/25/2024
APPOINTMENT NO. 24-15
MCLE NO. VIII- 0007916
ROLL NO. 67736
FOR MUNICIPALITIES OF TAYTAY, CAINTA AND
ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Engr. Mina:

The attached Contract Agreement having been approved, notice is hereby given to JRD-D2 ENTERPRISES that work may proceed on the

> Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Duraville Homes II, Brgy. Ampid I, San Mateo, Rizal

effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCI A, XNAR

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

PORFIRIO MIN



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

JRD-D ² ENTERPRISES organized and existing under the laws of	the Republic of the Philippine	storship/private corporation, duly s, with principal place of business
and affine address at Tarrey.	PORFIRIO MINA	, of legal age, Filipino
citizen, single/married, resident of CONTRACTOR, WITNESSETH, That,	Teney, Rivel	hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, ₹, 2024 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Duraville Henes II, Brgy. Ampid I, Sen Mateo, Rivel

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 Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. 36, 8. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Right innered Thirteen Thousand One Handred Seventy Fight Peros 16/100 (P 1,813,178.16),

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

\$

V

A)

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS (P. 543, 953.45)

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

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

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

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

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

- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be

referred thereto; The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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Jurisdiction over civil cases the appropriate court of the City of A	or suit out of the implementation of a	ny other courts.	Stian belong to
IN WITNESS WHEREOF, at A	the parties have hereunto signe Antipolo City.	d this Agreement this	day of
JRD-D ² ENTERPRISES	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation	=== :	0	
Ву:	By:	لم ا	
PORFIRED MINA	N	INA RICCI A. YNA	DES
Proprietor/Manager/President	,150	Provincial Governor	
	WITNESSES		
St		0/	
MARISSA N. CLEO	FAS MA. V	ICTORIA E TEJAD	A
NO	OTARIAL ACKNOWLEDGM	HENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S	.S.		en t
BEFORE ME, a Notary Pu	blic for and in Antipolo City, pe	ersonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
PORFIRIO MINA	TIN No. 154-422-889		
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act an	who executed the for d deed as well as the	egoing instrument e entity that they
This instrument, consisting written and has been signed by the pa	of three (3) pages including thi arties hereto in each and every pa		
Rereir/Reprinting of 1 at Duraville Homes II,	insres Multi-Purpose Cov Brgy. Ampid I, Sen Met	ered Court and S	tege
WITNESS MY HAND AN Capitol, Antipolo City.	ND SEAL this何段	of 2 6 2025 , an	Rizal Provincial
Doc No. 315		ADDIT	ESCIOUS Y. VILLAMAYO
Page No. 65		PT PT	NOTARY PUBLIC B.NO. 9596813 / 01/02/2025
Book No		NOTARY PU	PHE 487368 / 12/26/2024

Series 202 C.

APPOINTMENT NO. 24-15 MCLE NO. VIII- 0007916

ROLLING, 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Bautista:

The attached Contract Agreement having been approved, notice is hereby given to BETH & BERON CONSTRUCTION that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Stage at Simeon R. Bendaña Sr. Mem. Elem. School, Brgy. Katipunan-Bayani, Tanay, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCIA, NARES

Governor

I acknowledge receipt of this Notice on:

03.71.10

Authorized Signature;

Name of the Representative of the Bidder.

NTP 01242025#29



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangenea, Rivel , and herein represented by its Proprietor/President/General Manager, Bits ANNOWY I. SAUTISIA , of legal age, Filipino citizen, single/married, resident of Binangenea, Rivel , hereinafter referred to as the CONTRACTOR. WITNESSETH, That,

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Zor. No. 7, #. 2024 namely:

Repair/Repainting of Yneros Molti-Porcese Covered Court and Stage et Simeon R. Bendens Sc. Memorial Alementary School, Bary. Katipunen-Bayeni, Teney, Rival

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 calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. PSB Res. No. 7, v. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Million Four Hundred Twenty Four Thousand Seventeen Pesos \$ 15/100

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





 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Four Mendred Twenty Seven Thousand

Two Stranged Pive Pasce 1 15/100 (P 227, 315, 15)

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

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them
 in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be









referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City. FEB Z 6 2025

REIN & REROW CONSTRUCTION

Entity/Firm/Corporation

By:

Proprietor/Manager/President

RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. YNARES Provincial Governor (

WITNESSES

MARISSA N. CLEOFAS

MA. VICTORIA B. TEJADA

NOTARIAL ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031 Manila

DIEN ANTHENY I. MAUTISTA

TIN No. 256-212-241

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

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

written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for:

Repair/Repainting of Yneres Multi-Purpose Covered Court and Stage at Simon B. Sendone Sr., Nemoriel Elementery School, Scgy. Retigonen-Bryoni, Toney, Risal

WITNESS MY HAND AND SEAL this FEB 2 6 2025 of ANTIPULU CITY at Rizal Provincial Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20 25

IBP NO. 487368 / 12/26/2024

APPOINTMENT NO. 24-15 MGLE NO. VIII- 0007916

ROLL NO. 57736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

ENGR. RENATO C. VILLAROMAN LARD BUILDERS Morong, Rizal

Dear Engr. Villaroman:

The attached Contract Agreement having been approved, notice is hereby given to LARD BUILDERS that work may proceed on the

Repair/Repainting of Ynares Multi-Purpose Covered Court and 2-Units Stage at Patricio Jarin Mem. School, Brgy. San Isidro, Tanay, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours.

NINA RICCIA, YNARES

Governor

I acknowledge receipt of this Notice on:

62.27.25

Authorized Signature:

Name of the Representative of the Bidder.

RENATO C. VILLAROMAN



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

LARD BUILDERS	, a sole proprie	torship/private corporation, duly
organized and existing under the laws and office address at Proprietor/President/General Manage citizen, single/married, resident of CONTRACTOR, WITNESSETH, T	REMATO VILLAROMAN Becos, Rital	herein represented by its , of legal age, Filipino hereinafter referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. PPSR RES. NO. 7, S. 2024 namely:

Repair/Repainting of Yneres Multi-Purcose Covered Court and 2-Unite Stage at Patricio Jarin Memorial School, Bogy. San Isidro, Tanay, Rizal

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

- 1. The whole works subject matter of this Agreement shall be completed within Electry (90) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Res. No. 7, s. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
 - In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS

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

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

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

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

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



- "All contracts executed in accordance with the Act and this IRR shall contain a provision on liquidated damages which shall be payable by the contractor in case of breach thereof. For the procurement of Goods, Infrastructure Projects and Consulting Services, the amount of the liquidated damages shall be at least equal to one-tenth of one percent (0.001) of the cost of the unperformed portion for every day of delay. Once the cumulative amount of liquidated damaged reaches ten percent (10%) of the amount of the contract, the Procuring Entity may rescind or terminate the contract, without prejudice to other courses of action and remedies available under the circumstances."
- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- 13. In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

the appropriate court of the City of A			day of
IN WITNESS WHEREOF, t	he parties have hereunto signed	this Agreement this	uay or
at A	ntipolo City.		
LARD RUILDERS	RIZAL PR	OVINCIAL GOVER	NMENT
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By:	By:	ad	
RENATO VILLAROMAN	N	INA RICCI A. YNAI	
Proprietor/Manager/President		Provincial Governor	J X
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REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.	4		
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BEFORE ME, a Notary Pul	olic for and in Antipolo City, pe	ersonally appeared the	tollowing
Name/Entity	Valid ID Presented	Date	Place
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
ELECTION OF THE PARTY OF THE PA	7	THE PROPERTY OF THE PROPERTY O	
RENATO VILLAROMAN	TIN No. 119-041-443		
All known to me and to me and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act an	who executed the ford d deed as well as the	egoing instrument entity that they
This instrument, consisting written and has been signed by the pa	of three (3) pages including thi rties hereto in each and every pa	s page wherein this as ge hereof, refers to the	cknowledgment is Agreement for:
	Yneres Multi-Purpose C rin Memorial School, Br		
WITNESS MY HAND AN Capitol, Antipolo City.	ND SEAL thisday	of <u>705</u> , a	Rizal Provincial
Doc No. 312		ATTO DESCRIPTIONS	Y. VILLAMAYOR
Page No. 65		NOTARY	PUBLIC
Book No. 01		NOTARYPI	B101C02025 8/12/28/2024
Series 20 zc.		APPOINTMEN MOLENO V	IT NO. 24-15

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL LITTLE DECEMBER 31, 2025



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Bilog:

The attached Contract Agreement having been approved, notice is hereby given to GKB BUILDERS that work may proceed on the

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

effective March 3, 2025 (Monday).

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

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

Very truly yours

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder: GERALD KENSJ. BILOG



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

GKB BUILDERS	a sole proprietorship/private corporation, duly
and office address at Proprietor/President/General Manager, citizen, single/married, resident of	the Republic of the Philippines, with principal place of business, Pizzl and herein represented by its GERALD KENN S.J. BILOG of legal age, Filipino hereinafter referred to as the
CONTRACTOR. WITNESSETH, That	The second secon

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 2024 namely:

Interpresent of Yneres Melti-Parense Covered Court et Sto. Himo Integrated School, Srpy. Sto. Himo, Tanay, Risal

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 Complete the Complete that Complete the Complete that the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Ree. No. 7, e. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS One Militor Two Bundred Six Thousand Four Bundred Seventeen Peror \$ (P 1,206,417,26).

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

 The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;

5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS the landed Sixty One Townson Hims Hondred Performance Sixty One

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

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws;
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
- 14. CONTRACTOR undertakes to pay taxes in full and on time, failure to do so will entitle the PROVINCE to suspend payment for any goods or services delivered by the CONTRACTOR. Within the Internal Revenue and a copy of its income and business tax returns duly stamped and received by the BIR and duly validated with the tax payments made thereon.
- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



the Bidding Documents;



referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

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

IN WITNESS WHEREOF, t	he parties have hereunto signed ntipolo City.		day of
GKB BUILDERS	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
Limity 1 mm corporation		0	
By:	By:	()	
CHRALD KEN S.J. BILOG	NI	NA RICCI A YNAF	RES
Proprietor/Manager/President	23.5	Provincial Gavernor) «
	WITNESSES		
CA		0	
MARISSA N. CLEO	FAS MA. V	ICTORIAS, TEJAD	A
NO	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pub	tic for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
GERALD KERN S.J. BILOG	TIN No. 196-519-323		
and acknowledgment that the same respectively present.	of three (3) pages including this	deed as well as the page wherein this ac	entity that they
Improvement of Yneres	Noiti-Purpose Covered gy. Sto. Mino, Teory, F	Court at Ste. N	
111100000000000000000000000000000000000	and the transfer of the transfer of		
WITNESS MY HAND AN Capitol, Antipolo City.	TD SEAL thisday of	FEB Z 5 2025 ₁ , at	Rizal Provincia
Doc No 333		ATT PREMIOUS	Y, VILLAMAYOR
Page No. 68		NOTARY PRESIDENCE OF THE PROPERTY OF THE PROPE	PUBLIC
Book No. U		NOTARY PU	1 throughton
Series 20 <u>25.</u>		APPOINTMEN WO FIND V	0.00.7415 0.00.0015



NOTICE TO PROCEED

26 February, 2025

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

Dear Mr. Ubiadas:

The attached Contract Agreement having been approved, notice is hereby given to KTT UBIADAS CONSTRUCTION CORP, that work may proceed on the Repair/Repainting of Ynares School Bidgs, at Casimiro A. Ynares Sr. Mem. National High School, Brgy. Dolores, Taytay, Rizal effective March 3, 2025 (Monday).

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

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

Very truly yours,

NINA RICCIA. NARES

Governor

I acknowledge receipt of this Notice on:

2.27.25

Authorized Signature:

Name of the Representative of the Bidder.

EDGARDO M. UBIADAS

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KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

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

RIT UBIADAS CONSTRUCTION COPPORATION 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 Bineagonen, Rival and herein represented by its Proprietor/President/General Manager, Proprietor/President/General Manager, Proprietor, Single/married, resident of Bineagonen, Rival , hereinafter referred to as the CONTRACTOR. WITNESSETH, That.

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. RPSB Res. No. 7; s. 2024 namely:

Repetr/Recetating of Yndres School Buildings at Casimire A. Ymeres Sr. Memorial National Righ School, Brgy. Delorse, Taytay, Birel

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 Hardred Strty (150) calendar days, in accordance with the provisions of the Bid Documents, Approved Plans, Program of Works and Specifications, General and Special Conditions of Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated herewith and incorporated herein by way of reference, namely:
 - a. SP Ordinance No. RPSB Rev. No. 7, v. 2024
 - b. Certificate of Availability of Funds
 - c. Scope/Program of Work and Detailed Estimate
 - d. Plans and Specifications
 - e. Construction Schedule
 - f. Request for Expression of Interest
 - g. Bidding Documents including all the documents/statements contained in the winning bidder/s two (2) bidding envelopes
 - h. Bid Security
 - i. Addenda and Supplemental Bulletin
 - j. Notice of Award of Contract and the Contractor's Conformity thereto
- In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, the latter hereby covenants with the PROVINCE to construct and complete the infrastructure works subject of this Agreement in conformity with the province of the Contract;
 - 3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS
 Seven Million Five Hundred Eighty Four Thousand Four Hundred Seventeen
- Pegos 5 26/100 (P2,594,417.25),
 Philippine Currency, in consideration of the construction and only upon completion of the infrastructure works unless otherwise agreed by the parties, subject of this Agreement as a contract price at the time and in the manner prescribed by the Contract and specified in the Bid and as agreed upon by the Contractor;

- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Two Million Two Hundred Seventy Five Thousand Trace Guadeed Tracky Five Pesos \$ 18/100 (P 2.275, 325, 18)

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

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

- The CONTRACTOR shall comply with and strictly observe all laws regarding workmen's health and safety, workmen's welfare compensation for injuries, minimum wages, hours of work and other labor laws:
- The CONTRACTOR shall assume all the risk in connection with the completion of the aforementioned project prior to the acceptance by the PROVINCE;
- 11. That the PROVINCE shall have no EMPLOYER-EMPLOYEE RELATIONSHIP with the CONTRACTOR and, therefore not be responsible for any injuries and/or damages that may be sustained by them or any third party, and that the same shall be the sole responsibility of the CONTRACTOR;
- 12. The implementing rules and guidelines regarding adjustment of Contract Price and/or change order adopted and approved the Government and consistent with the provisions of Republic Act No. 9184 shall be applied in this Agreement;
- In this words and expressions shall have the same meanings as respectively assigned to them in the conditions of the contract hereinafter referred to;
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- 15. Any and all disputes arising from the implementation of this Agreement shall be submitted to arbitrators under Republic Act No. 876, also known as the "Arbitration Law" Provided however, that, disputes that are within the competence of the Construction Industry Arbitration Commission to resolved shall be



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referred thereto: The process of arbitration under the foregoing law shall be assumed part of this Agreement, without prejudice, however to any mutual agreement of the parties hereto to agree in writing to resort to other alternative modes of disputes resolution.

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

Jurisdiction over civil cases or suit out of the implementation of this Agreement, shall belong to

the appropriate court of the City of Antipolo, with the exclusion of any other courts. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ FER 7 6 2025 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT KIT UBIADAS CONSTRUCTION CORPORATION Entity/Firm/Corporation By: By: NINA RICCI A. YNARES EDGARDO M. UBIADAS Provincial Governor (* Proprietor/Manager/President WITNESSES MA. VICTORIA B. TEJADA MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY BEFORE ME, a Notary Public for and in Antipolo City, personally appeared the following Place Valid ID Presented Date Name/Entity Manila September 24, 2031 HON, NINA RICCI A. YNARES Passport No. P7689056B TIN No. 002-410-533 EDGARDO M. UBIADAS All known to me and to me known to be the same person/s who executed the foregoing instrument and acknowledgment that the same is their free voluntary act and deed as well as the entity that they respectively present. This instrument, consisting of three (3) pages including this page wherein this acknowledgment is written and has been signed by the parties hereto in each and every page hereof, refers to the Agreement for: Repair/Repainting of Yngres School Bulloings at Casimire A. Yneres Sr. Memorial Mational High School, Brgy. Dolores, Taytey, Rizal

WITNESS MY HAND AND SEAL this _____ day of FEB 2 6 2005 at Rizal Provincial

Capitol, Antipolo City.

Doc No. Page No. 69 Book No. Series 20 21.

APPOINTMENT NO. 24-16 MCLE NO. VIII-0007916 ROLL NO: 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025