

NOTICE TO PROCEED

27 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 DPWH-BOD School Bldg. at Carlos "Botong V. Francisco Mem. National High School (Annex), Brgy. Mahabang Parang, Angono, Rizal effective March 4, 2025 (Tuesday).

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:

2-78-75

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

rit Ubi das Construction Corporation, a sole porganized and existing under the laws of the Republic of the Phili	proprietorship/private corporation, duly innines, with principal place of business
and office address at Binangonan, Rizal Proprietor/President/General Manager, Edgardo Ubiedas	. of legal age, Filipino
citizen, single/married, resident of Binangonan, Risel CONTRACTOR, WITNESSETH, That,	, 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, 8, 2024 namely:

Repair/Repainting of DP-H-SOD School Bldg. at Carlos Botong V. Francisco Mem. National High School (Annex), Brgy. Mahabang Parang, Ingone, 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 (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, a. 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
 Two Million Six Fundred Forty Seven Thousand Five Hundred Fesos and 31/10

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 Minety Four Thousand Two Hundred Fifty Pesos and 09/100 (P 794,250.09

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

furisdiction over civil cases of the appropriate court of the City of Ar	or suit out of the implementation of a stipolo, with the exclusion of a	ny other courts.	
2 7 FEB 20/5 at A	ne parties have hereunto signed ntipolo City.	this Agreement this	day of
Kit Ubiadas Construction Cor	P• RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation	===		
By: Mer	By:	0	
Proprietor/Manager/President	NI	NA RICCIA. YNAI Provincial opvernor	CK
	WITNESSES		
CD		THISTICAL	
MARISSA N. CLEOI	AS MA. V	ICTORIA TEJAD	A
NO	FARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pub	lie 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
Edgardo Ubiadas	TIN No. 008-410-689		
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 i deed as well as the	egoing 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:
Repair/Repainting of Nem. National High School (DPMH-BOD School Bldg. a nnex), Brgy. Hahabang		
WITNESS MY HAND AN Capitol, Antipolo City.	D SEAL thisday o	of, at	Rizal Provincial
Doc No. 435		ATTY, PRECODE	AND CONTRACTOR
Page No. 18		NOTARY PU	eric.

Series 20 as



NOTICE TO PROCEED

27 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 Construction/Provision of WASH Facilities (Water, Sanitation & Hygiene) at Doña Justa Guido Subd., Phase 1, Brgy. San Roque, Angono, Rizal effective March 4, 2025 (Tuesday).

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 A. YNARE

Very truly you

I acknowledge receipt of this Notice on:

2.78.75

Authorized Signature:

Name of the Representative of the Bidder:

DANIJO C. 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

organized and existing under the laws of the Republic of the and office address at Tayley Risal Proprietor/President/General Manager, Danilo Hagnocitizen, single/married, resident of Tayley, Risal CONTRACTOR, WITNESSETH, That,	and herein represented by its of legal age, Filipino
WHEREAS, the PROVINCE declares that certain pursuant of the Sangguniang Panlalawigan Ordinance No.	infrastructure works should be constructed in namely:

Comstruction/Provision of wanh Pacilities (water, Sanitation & Systems) at Done Justa Guido Subd., Phane I, Brgy. Man Hoque, Angene, 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 January 28, 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 One Million Three Hundred Seventy Seven Thousand Five (P 1,377,517,31), Philippine Currency. Hundred Seventeen Pesos and 31/100

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 (64) 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, 8, 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;

One MINION Three Hundred Seventy Seven Thousand live Sundred Seventeen Fesos (P 1,377,517.31

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 Thirteen Thousand Two Rundred Fifty Pive Pesos and 19/100 (P +15.255.19)

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 reforementioned 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

U

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.	
2 WITNESS WHEREOF, the	parties have hereunto signed ipolo City.	this Agreement this	day of
Transon Engineering Const.	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation		. E	
By:	By:	0 [
- A	UNITE	NA RICCI ASTRIAL) FC
Proprietor/Manager/President	Ni	Provincial Governor	
Proprietoral vialuages / President		and the second s	
≘ 9	WITNESSES		
4		4	
MARISSA N. CLEOFA	MA. V	ICTOR AB. TEJAD.	A
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsonally appeared the	following
Name/Entity	Valid II) Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Banilo B _g gno	TIN No. 130-861-254		
All known to me and to me knowledgment that the same is respectively present. This instrument, consisting of written and has been signed by the partial	their free voluntary act and three (3) pages including this	deed as well as the page wherein this ac	entity that they
The street control of the second seco	THE STATE OF THE S	Control of the Contro	
Done Justa Buide Subd., Pha	n of wash Facilities(- se I, Brgy. San Boque,	'ngono, Rinal	Jeanney or
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this 27day	f 2025, at	Rizal Provincial
Doc No. 419 Page No. 83 Book No. V		ATTY. PR	ENIONS Y/VILLAMAYO NOTAKY PUBEE NO. 9596613701102/2028 BLICIOSE / 1876/3024
Series 2025.		API	POINT/IENT NO 24-15

MOLE NO. VIII-0007916

POLL NO. EF736

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



NOTICE TO PROCEED

27 February, 2025

MR. WILFREDO D. UNIDAD G-3 CONSTRUCTION Angono, Rizal

Dear Mr. Unidad:

The attached Contract Agreement having been approved, notice is hereby given to G-3 CONSTRUCTION that work may proceed on the

Improvement of Multi-Purpose Bldg. (HOA Office) of Samahang Maralitang Taga Barrio, Riverside, Brgy. San Vicente, Angono, Rizat effective March 4, 2025 (Tuesday).

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:

2-26.26

Authorized Signature:

Name of the Representative of the Bidder:

WILFREDO D. UNIDAD

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

G-3 Construction	a sole proprietorship/private corpor	ation, duly
	the Republic of the Philippines, with principal place Risel and herein represented of legal age angono, Risel hereinafter referred t.	e, Filipino
WHEREAS, the PROVINCE de pursuant of the Sangguniang Panlalawig	eclares that certain infrastructure works should be con an Ordinance No. 36 s. 2024	nstructed in namely:
Improvement of Multipurpo	ose Bldg. (BOA Office) of Hamahang Harel: Brgy. Ean Vicente, Angono, Rinal	Lt± ng
to undertake the above said infrastructu Bid in a public bidding held last Janu- the construction and completion of the	OR, warranting that it has the financial and, technical re works, has been declared as the Lowest Calculated has accepted and binds itself to above said infrastructure works strictly in accordant documents, approved plans, program of works and said infrastructure works strictly in accordant documents, approved plans, program of works and said infrastructure works. (P1.304.027.44), Philippin	to undertake

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 60

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

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 Hillion Three Sundred Ninety Four Thousand Twenty Leven Lenge and 44/100 (P1, 394, 027, 44

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 Rundred Sighteen Thousand Two Rundred 1ght Pesos and 23/100 (P_418,208,23)

 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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- 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

80

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 Ar	tipolo, with the exclusion of a	ny other courts.	
IN WITNESS WHEREOF, ti	ne parties have hereunto signed ntipolo City.		day of
G-3 Construction	RIZAL PR	OVINCIAL GOVERN	MENT
Entity/Firm/Corporation		0	
22007 MIC 16	By:	٧. ا	
By: about		ed	Sand n
Wilfredo Unidad	NI	NA RICCI A. WNAR	
Proprietor/Manager/President		Provincial Governor	
	WITNESSES		
Sp		0/	
MARISSA N. CLEOI	MA. V	ICTORIAB. TEJADA	Ås:
MARISSA N. CLEO	no me		
NO	TARIAL ACKNOWLEDGM	IENT	
The Co.	N. I		
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.			
BEFORE ME, a Notary Pub	lie 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
bilfredo Unidad	TIN No. 156-191-422		
and acknowledgment that the same respectively present.	known to be the same person/s is their free voluntary act an of three (3) pages including thi	d deed as well as the	entity that they
written and has been signed by the pa	rties hereto in each and every pa	ge hereof, refers to the	Agreement for:
	purpose Bldg. (HCA Offi de, Brgy. San Vicente,	Angono, Rigal	ralitang
WITNESS MY HAND AN	D SEAL this day	g 2023 of, at	Rizal Provincial
Capitol, Antipolo City.			Commonline
Doc No. 449		ATTY.	PRECIOUS Y VILLAMAYOR
Page No. 93		NOTARY PU	NOT NEO PUBLIC 58 No. 9598815 / 0 1/02/2025
Book No. V/ Series 20 31 .		NOTART PU	TEP NO 487368 / 12/26/2024 APPOINTMENT NO. 24-16
HAMMOTOCA DAS			MCTE NO. 7/11 5001816
		Eng tall	ROLL NO 67716 IOPALITIES OF TAYTAY CAINTA AND
		ANTIPOLO CITY	PROVINCE OF PERLANTS INCOMMENCED 2025



NOTICE TO PROCEED

27 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 Materials Recovery Facility (MRF) at Sitio Mambog, Brgy. San Jose, Baras, Rizal effective March 4, 2025 (Tuesday).

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 RICCES YNARES

Governor

I acknowledge receipt of this Notice on:

224.25

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 Bui	lders	, a sole	proprietorship/priv	ate corporation, duly
and office ad Proprietor/Preside citizen, single/m	sting under the laws of the dress at Morons, Rent/General Manager, Garried, resident of Morons, WITNESSETH, That,	erold Kenn SJ.	Bilos of	represented by its legal age, Filipino r referred to as the

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 30, 50, 202 namely:

Construction of Mterials Recovery Facility (MRF) at Sitio Hambog, Brgy. Son Jose, Baras, 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 Forty

 [40] 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
 - 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 Sundred Ninety Thousand One Sundred Sixty Nine Pesos and 64/100
 (P 590.159.64).

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;



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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 Case Sundred Seventy Seven housand 11 ty Second 100 (P 177.050.09

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; (Not 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."

W

- 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 signer		day of
2 7 FEB 2025 at Antip	solo City.		
um Builders	RIZAL PR	OVINCIAL GOVERN	NMENT
Entity/Firm/Corporation		/	
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By:	By:	tan	
- College			vec.
Gerald Son SJ. Bilog	N	INA RICCI A) YNAF	CES
Proprietor/Manager/President		Provincial Governor	
	WITNESSES		
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MARISSA N. CLEOFA	S MA. V	TCTORA B. TEJADA	A
21000	RIAL ACKNOWLEDGE	TENT	
NOTA	RIAL ACKNOWLEDGE	16.44	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	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
Gerald Konn W. Bileg	TIN No. 195-419-323		
All known to me and to me kn and acknowledgment that the same is respectively present.	own to be the same person/s their free voluntary act an	who executed the fore ad deed as well as the	egoing instrument entity that they
This instrument, consisting of written and has been signed by the partie	three (3) pages including the s hereto in each and every page	is page wherein this ac age hereof, refers to the	knowledgment is Agreement for:
Construction of Mater Brgy/ San Jose, Baras		y (MRF) at Sitio	Mashog,
7.000	SEAL this 27 FF	R 2025	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday	of 2020, at	Rizal Provincial
Doc No. 421			BUSY, VILLAMAYOR
Page No. 83		ATTY. PREC	OTARY PUBLIC
Book No. VI			B454C3 / 01/02/2025
Series 20 34.		IBP NO	487368 12/26/2024
=-			INTMENT NO 24-15 E NO. VIII- (007915

ROLL NO. 67736

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND AMTIPOLO CITY PROVINCE OF ROAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

27 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 Imprv. of Ynares Multi-Purpose Covered Court and Stage at Brgy. Calahan, Cardona, Rizal effective March 4, 2025 (Tuesday).

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

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:



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

regarded and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Binangenan, Risal and herein represented by its Proprietor/President/General Manager, Edgardo Ubiadas of legal age, Filipino citizen, single/married, resident of Binangenan, Risal 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, s. 2024 namely:

Improvement of Ynares Hultipurpose Covered Court and Stage at Brgy. Calabon, Cardons, 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 Porty (40) 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, 8, 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 One Hillion Fifty Four Thousand One Hundred Five Pesos and 15/100 (P_1.054.105.15).

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 Sixteen Thousand Two Hundred Thirty Che Pesos and 55/100 (P_316,231.55_)

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 Antipo	olo, with the exclusion of a	ny other courts.	
IN WITNESS WHEREOF, the pa	arties have hereunto signe		day of
Mit Ubindes Construction Co	RIZAL PR	OVINCIAL GOVERN	MENT
Entity/Firm/Corporation	The Access of the Control of the Con	1	
By: Whu	Ву:	Rod	NEC.
Edgardo Ubiadas	N	INA RICCI A YNAF Provincial Governor	
Proprietor/Manager/President		LIDFINGIAL CO. T.	
	WITNESSES		
CA-		0/	
MARISSA N. CLEOFAS	MA. V	ICTORIAD TEJADA	Α.
Mindson of California			
NOTAL	RIAL ACKNOWLEDGM	MENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public f	or 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
Edgardo Ubiadas	TIN No. 008-410-689		
All known to me and to me know and acknowledgment that the same is t respectively present.	wn to be the same person/s heir free voluntary act an	who executed the fore d deed as well as the	going instrument entity that they
This instrument, consisting of th written and has been signed by the parties			
Improvement of Ymares He Calshum, Cardons, Risal		Court and Stage :	t Brgy.
WITNESS MY HAND AND S Capitol, Antipolo City.	SEAL this2 day	FR 2005, at	Rizal Provincia
Doc No. 423 Page No. 80 Book No. V		NOTARY PU	EIG 2.5



NOTICE TO PROCEED

27 February, 2025

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to C.P.F. CONSTRUCTION that work may proceed on the

Repair/Repainting of Yuares Multi-Purpose Covered Court and Stage at Brgy. Calahan, Cardona, Rizal

effective March 4, 2025 (Tuesday).

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:

Authorized Signature:

Name of the Representative of the Bidder:

Y P. FRANCISCO



KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered int	o by and between:	
and exi Circum its PR	The PROVINCIAL GOVERNMENT of the provincial Republic Act No. 7160, with inferential Road corner P. Oliveros St., Brg. ROVINCIAL GOVERNOR, HON, NINVINCE; and	OF RIZAL, a local government in seat of government at the Riza y. San Roque, Antipolo City, repr NA RICCI A. YNARES, herein	esented in this act by n referred to as the
	COF Construction	, a sole proprietorship/priv	ate corporation, duly
Proprie	ized and existing under the laws of the Rep office address at Cardon Rizal ictor/President/General Manager, Ceci., single/married, resident of Cardons TRACTOR, WITNESSETH, That,	P. Francisco , of , hereinafte	legal age, Filipino r referred to as the
	WHEREAS, the PROVINCE declares the	at certain infrastructure works sh	ould be constructed in
	ant of the Sangguniang Panlalawigan Ordin	ance No. 36, s. 2024	namely:
pursua			and the same of th
	Repair/Repainting of Theres Hu Bray. Calchen, Cardons, Sizal	ltipurpese Covered Court	and stage at
the co follov in cor	WHEREAS, the CONTRACTOR, warrandertake the above said infrastructure works in a public bidding held last	nts, approved plans, program of v	works and specification
1,01000		27 PATE 27 OF PATE X	200-00 SECTION - SECTION - 1 400-0140-0
hereb	NOW, THEREFORE, for and in con- by agree as follows:		
Control	The whole works subject matter (60) cales (60) c	indar days, in accordance with the ks and Specifications, General and my, and supporting/related docum- illations of Republic Act No. 9	d Special Conditions of ents as required by the
	a. SP Ordinance No. 36, 8, 2024	k.	
	b. Certificate of Availability of Funds		
	c. Scope/Program of Work and Details	d Estimate	
	d. Plans and Specifications		
	e. Construction Schedule		
	f Request for Expression of Interest	3.6	C 12 N N
	g. Bidding Documents including all th	e documents/statements contained	in the winning
	bidder/s two (2) bidding envelopes		
1	h. Bid Security		
	i. Addenda and Supplemental Bulletin		
	j. Notice of Award of Contract and the	: Contractor's Conformity thereto	

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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 Sixty Four Thousand Forty Nine Pesos and 29/100

(P 2,064,049.29

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 Bundred Sineteen Thousand Two Bundred our teen Pesce and 79/100

 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;
- 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. \$76, 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 Ant	ipolo, with the exclusion of a		day of
2 TO THE STATES WHEREOF, the	e parties have hereunto signed tipolo City.	this Agreement this	day or
CFF Construction	RIZAL PR	OVINCIAL GOVER	NMENT
Entity/Hirm/Corporation	=:	01	
By:	By:	Kan	
Cecil P. Francisco	NI	NA RICCI A. VNAI	RES
Proprietor/Manager/President		Provincial Governor	1 x
* %	WITNESSES		
Cf-		9	
MARISSA N. CLEOFA	AS MA. V	ICTORIA'S, TEJAD	A
NOT	ARIAL ACKNOWLEDGM	DENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.	a.		
BEFORE ME, a Notary Publi	e 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
Cecil P. Francisco	TIN No. 124-335-980		· <u>—</u>
All known to me and to me k and acknowledgment that the same i respectively present.	nown to be the same person/s s their free voluntary act and	who executed the fore	egoing instrument entity that they
This instrument, consisting of written and has been signed by the part	three (3) pages including this ies hereto in each and every pa	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Calaban, Cardons, Riza		90000	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this2 7 Fday	7075 of, at	Rizal Provincial
Doc No. 494	^	ATTY, PR	ENOUS Y MILAMAYOR
Page No. (V) Book No. (V)		NOTARY PU	NOTARY PUBLIC NO FEGRE 1 OTICE 2025
Series 20 35.		NOTAKI P	NUT 487 168 / 12/26/2014

APPOINTMENT NO. 34-15. MOLENO VIEW 1918 ROLL NO. 67750 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL LINTIL DESENGER 31, 2025



NOTICE TO PROCEED

27 February, 2025

MR. REGINALD S. MESA
R.S. MESA COSNTRUCTION CORP.
Binangonan, Rizal

Dear Mr. Mesa:

The attached Contract Agreement having been approved, notice is hereby given to R.S. MESA COSNTRUCTION CORP. that work may proceed on the Const. of 2-Storey Ynares Multi-Purpose Bldg. (LNB Office) at Brgy. Dalig, Cardona, Rizal effective March 4, 2025 (Tuesday).

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. VNARES
Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

U

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

R.S. HESA CONSTRUCTION CORPORATION, a sole proprie	torship/private corporation, duly
organized and existing under the laws of the Republic of the Philippines and office address at Binengonen, Rizel , and Proprietor/President/General Manager, REGINALD MESA	with principal place of business herein represented by its , of legal age, Filipino
citizen, single/married, resident of Binengenen, Rivel CONTRACTOR. WITNESSETH, That,	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, \$\psi\$ 2024 namely:

Construction of 2-Storey Yneres Multi-Furpose Bldg. (LNB Office) at Brgy. Delig, Cerdons, Rissl

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 28, 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 Five Nillion Four Hundred Mineteen Thousand Five Hundred Perce 3 40/100 (p 5,419,500,40), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within One Bundred Sixty (160) 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, 8, 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 Five Million Four Hundred Minsteen Thousand Five Hundred Pesos 5 40/100

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;

be

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- 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 One Million Six Hundred Twenty-Five Thousand (P 1,625,850.12 Eight Hundred Fifty Peros \$ 12/100 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 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:

- 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 A	or suit out of the implementation of an artipolo, with the exclusion of an	ny otner courts.	
IN WITNESS WHEREOF, t	he parties have hereunto signed intipolo City.	this Agreement this _	day of
R.S. MESA CONSTRUCTION CORP	ORATION RIZAL PR	OVINCIAL GOVERN	MENT
Entity/Firm/Corporation		0	
Bur all Val	By:	Las	
HEGINAED MESA	NI	NA RICCI A.VNAR	ES
Proprietor/Manager/President		Provincial Governor	(<
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MARISSA N. CLEO	FAS MA. V	ICTORIAN, TEJADA	A.
NO	TARIAL ACKNOWLEDGM	IENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S			
BEFORE ME, a Notary Pu	blic 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
REGINALD MESA	TIN No. 004-712-730		
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 fore	going instrument 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	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Construction of 2-Storey Delig, Cardons, Rivel		2.90	et Brgy.
WITNESS MY HAND AT Capitol, Antipolo City.	ND SEAL this	of, at	Rizal Provincial
11.11.0			-auillamaya
Page No. 448		ATTY	PRECIOUS Y VILLAMAYO
Book No. VI Series 20 A.S.		NOTARY PU	BTHIRD 9566/15 / 01/02/2025 IBP NO. 487368 / 12/26/2024 APPOINTMENT NO. 24-15

MOLE NO. VIII- 0007916 POLL NO. 67/36

FOR MUNICIPALITIES OF TAYTAY CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 20.



NOTICE TO PROCEED

27 February, 2025

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to C.P.F. CONSTRUCTION that work may proceed on the

Construction of Covered Pathwalk at Eusebio C. Ocampo Mem. Elem. School, Brgy. Lambac, Cardona, Rizal

effective March 4, 2025 (Tuesday).

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 AJYNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CECIL P. FRANCISCO



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 Cardona, Rizal, and herein represented by its Proprietor/President/General Manager. Cardona, Rizal, of legal age, Filipino citizen, single/married, resident of Cardona, Rizal, 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 Re. No. 7, S. 2024 namely:

Construction of Covered Fathwelk at Eusebie C. Ocampo Mem. Elem. School, Brgy. Lambac, Cardona, 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 One Hundred (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. 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

 Two Million Four Hundred Fifty Thousand Six Hundred Fifty Seven Pesos and 25/100

 (P 2,450,657,26),

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;

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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 Seven Hundred Thirty Five Thousand One Hundred Binety Seven Fesos and 18/100 (P.735,197.18

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;

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 the appropriate court of the City of Anti	suit out of the implements polo, with the exclusion of	tion of this Agreement, fany other courts.	shall belong to
N WITNESS WHEREOF, the	parties have hereunto sign polo City.	ed this Agreement this	day of
CPF Construction	RIZAL F	PROVINCIAL GOVERS	NMENT
Entity/Firm/Corporation		0 1	
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Secil F. Francisco		NINA RICCI ALYNAI Provincial Governor	CES C
Proprietor/Manager/President		Trutment dy and	>
(0,	WITNESSES		
Gr.			
MARISSA N. CLEOFA	S MA.	VICTORIA B. TEJAD.	A
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
Cecil P. Francisco	TIN No. 124-555-98	0	·
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	n/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 partie	three (3) pages including t es hereto in each and every p	this page wherein this ac page hereof, refers to the	knowledgment is Agreement for:
Construction of Covere		io C. Coumpo Nome	les.
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL this27 day	B _{ot} 2025 at	Rizal Provincial
Doc No. 414		-problemes	N AMAYOR

NOTARY PUBLIC

IBP NO. 487368 (12/26/20)

APPOINTMENT NO 24-15 MODENO VIII- 6007916 ROLL NO: 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025

Page No.

Book No.

Series 20 34



NOTICE TO PROCEED

27 February, 2025

MR. CECIL P. FRANCISCO C.P.F. CONSTRUCTION Cardona, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to C.P.F. CONSTRUCTION that work may proceed on the

Repair of Electrical Lighting System of Ynares Multi-Purpose Covered Court at Brgy, Balibago, Cardona, Rizal

effective March 4, 2025 (Tuesday).

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 RICCPALYNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

CECIL P. RRANCISCO

9

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organize and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capit 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 a PROVINCE; and	by the
CPF Construction , a sole proprietorship/private corporation, d	uly
organized and existing under the laws of the Republic of the Philippines, with principal place of and office address at Cardons, Risal , and herein represented by Proprietor/President/General Manager, Cecil P. Francisco , of legal age, Filip citizen, single/married, resident of Cardons, Risal , hereinafter referred to as CONTRACTOR, WITNESSETH, That,	its ino the
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed pursuant of the Sangguniang Panlalawigan Ordinance No. 36, 8, 2024	ly:
Repair of Bleetrical Lighting System of Ynares Multipurpose Covered Cont Bygy. Ralibage, Cardens, Rizal	
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 in a public bidding held last	take the ation
NOW, THEREFORE, for and in consideration of the foregoing premises, the parties he hereby agree as follows:	ereto
1. The whole works subject matter of this Agreement shall be completed we be a completed we be a completed with the provisions of the Documents, Approved Plans, Program of Works and Specifications, General and Special Condition Contract, Supplemental or Bid Bulletins, if any, and supporting/related documents as required by 2016 Revised Implementing Rules and Regulations of Republic Act No. 9184 and are integrated therein by way of reference, namely:	ns of
a. SP Ordinance No. 36, c. 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	
 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 CONTRACTO latter hereby covenants with the PROVINCE to construct and complete the infrastructure works s of this Agreement in conformity with the province of the Contract; 	R, the ubject
3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of P Six Hundred Sixty Six Thousand Seven Hundred Sixty Nine Peece and 63/100 (P 666.789.63 Philippine Currency, in consideration of the construction and only upon completion of the infrastruction.	

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 Sundred Thousand Thirty 12 2000 and 89/100

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;

- 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; (Not 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;

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- 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 Anti-	polo, with the exclusion of a	my other courts.	
2 7 FIR WITNESS WHEREOF, the	parties have hereunto signed	this Agreement this	day of
Z / FLB 2019 at Ant	ipolo City.		
CPF Construction	RIZAL PR	OVINCIAL GOVER!	NMENT
Entity/Firm/Corporation		- 1	
1/1	News. 121	0 1	
By:	By:	too	
	N	INA RICCI A YNAF	RES
Proprietor/Manager/President		Provincial Governor	16
Proprieto//wanaget/President			8
/	WITNESSES		
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		TCTORINB. TEJADA	Α.
MARISSA N. CLEOFA	S MA. V	ICTORPES. IEIADI	3
NOT	ARIAL ACKNOWLEDGM	TENT	
NOT	ARIAL ACKNOWLEDGE	ARATA A	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	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
Cecil P. Francisco	TIN No. 124-335-980		
All known to me and to me kr and acknowledgment that the same is respectively present.	their free voluntary act and	d deed as well as the	entity that they
This instrument, consisting of written and has been signed by the parti-	three (3) pages including this es hereto in each and every page	s page wherein this ac ge hereof, refers to the	knowledgment is Agreement for:
Repair of "lectrical L	ighting System of Yna	res Multipurpose	Covered
Court at Brgy. Balibag			
	2.7 6(0)	2010	
WITNESS MY HAND AND	SEAL this 27 day	ofULJ at	Rizal Provincial
Capitol, Antipolo City.	X		anandir r
Doc No. 424		ATTY: PRECI	BUSY VILLAMAYOR
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			NO. VIII- 1007916 LL NO. 67736
			ES OF TAYTAY, CAINTA AND

ANTIPOLO CITY PROVINCE OF RUAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

27 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

Repair/Repainting of 2-Storey Ynares Multi-Purpose Bldg. (Brgy. Hall) at Brgy. Second District, JalaJala, Rizal

effective March 4, 2025 (Tuesday).

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 MARES

I acknowledge receipt of this Notice on:

2.7%.20

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
organized and existing under the laws of the Republic of the Philippines, with principal place of business
Proprietor/President/General Manager, Gerald Kenn 5J. Bilog of legal age, Filipino citizen, single/married, resident of Morong, Rizal 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 namely:
Repair/Repainting of 2 storey Theren Sultipurpose Bldg. (Brgy. Hall) at Brgy. Record District, Jelajala, 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
in consideration of the amount of
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 Five (45) 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, a. 2025
 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
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 Five Hundred Seventy Three Thousand Twenty Seven Pesos and 74/100
(P
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 Fundred Seventy One Thousand Name Fund
- 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; (Not 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;
- 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.

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
Gerald Kenn SJ. Bilog 196-519-323

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 2 storey Thares Bultipurpose Bldg. (Brgy. Hall) at Brgy. Second District, Julejala, Rizal

WITNESS MY HAND AND SEAL this 2day 6 8 2025, at Rizal Provincial
Capitol, Antipolo City.

Doc No. 430
Page No. 83
Book No. VI
Series 20 34.

NOTARY PIPE COUSTY, VILLAMAYO NOTARY PUBLIC NOTARY PIPE CONSTITUTE OF THE PROPERTY NO. 24-15 MCLE NO. VIII-0007916

FOR MUNICIPAL PROPERTY OF THE PROPERTY OF THE



NOTICE TO PROCEED

27 February, 2025

MR. ANGELO P. MONTES
A.P.M. HAMMER CONSTRUCTION
Quezon City

Dear Mr. Montes:

The attached Contract Agreement having been approved, notice is hereby given to A.P.M. HAMMER CONSTRUCTION that work may proceed on the Const. of Ynares Stage at H.V. Dela Costa Homes Phase 2, Brgy. Burgos, Montalban, Rizal effective March 4, 2025 (Tuesday).

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

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

Very truly yours,

nina ricci a ynares

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MGELO P. MONTES

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

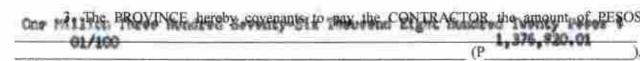
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR,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

A.P.N. HAMPER CONSTRUCTION	, a sole proprietorship/private corporation, duly
and office address at	oublic of the Philippines, with principal place of business and herein represented by its of legal age, Filipino in the principal place of business and herein represented by its of legal age, Filipino in the principal place of business and herein represented by its of legal age, Filipino in the principal place of business and herein represented by its order of the principal place of business and herein represented by its order of the principal place of business and herein represented by its order of the principal place of business and herein represented by its order of the principal place of business and herein represented by its order of the principal place of business and herein represented by its order of the principal place of business and herein represented by its order of the principal place of business and herein represented by its order of the principal place of the principal place of business and herein represented by its order of the principal place of the place of the principal place of the place
WHEREAS, the PROVINCE declares to pursuant of the Sangguniang Panlalawigan Ordin	hat certain infrastructure works should be constructed in namely:
Construction of Yneres Stage of Hontelben, Rivel	H.V. Dele Coste Somes Phose 2, Brgy. Burges

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

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, *. 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
- 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;



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 Executed Interest Transfer (P 413,046.00)

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. FEB 2 7 2025

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

A 70 54	STANISHOUSE	PM10009	OTHER PROPERTY.
A.P.H.	EMPERICAL SECTION	COURT	NOUS AURI

Entity/Firm/Corporation

ANGELO P. MONTES Proprietor/Manager/President RIZAL PROVINCIAL GOVERNMENT

By:

NINA RICCI A. WARES Provincial Governor (&

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

Name/Entity

Valid ID Presented

Date

Place

HON, NINA RICCI A. YNARES

Passport No. P7689056B

September 24, 2031

Manila

ANCELO P. MONTES

TIN No. 309-552-499

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 Ymeres Stage at H.V. Dale Costs Homes Phase 2, Bogy. Borges, Himtelben, Rivel

FEB 2 7 2025 day of _____, at Rizal Provincial WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

Doc No.

Page No. Book No.

Series 20 27.

APPOINTMENT NO. 24-15

MCLE NO. VIII- 0007918

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



NOTICE TO PROCEED

27 February, 2025

MS. MARIA LOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Const. of 2-Storey Multi-Purpose Bldg., (Brgy. Hall) Brgy. Geronimo, Montalban, Rizal effective March 4, 2025 (Tuesday).

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:

5:28:22

Authorized Signature:

Name of the Representative of the Bidder.

MARIA LOIDA C. NOCON

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

This AGKEEMENT made and emerce into by	SALARA, SPART CONT. TO STATE OF THE SALARA SPART CONT. TO STATE OF THE SALARA SPART CONT. TO STATE OF THE SALARA SPART CONT.
The PROVINCIAL GOVERNMENT OF I and existing under Republic Act No. 7160, with sea Circumferential Road corner P. Oliveros St., Brgy. Sa its PROVINCIAL GOVERNOR, HON. NINA I PROVINCE; and	
organized and existing under the laws of the Republic and office address at Montalean, Miral Proprietor/President/General Manager,	of legal age, Filipino

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

Construction of 2 storey Hultipurpose Eldg. (Bray. Hall) Bray. Geroniac, Hontaloan, Hisal

NOW, THEREFORE, for and in consideration of the foregoing premises, the parties hereto

1. The whole works subject matter of this Agreement shall be completed within

Two found Twenty Mx (276) 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. 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

hereby agree as follows:

- 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
 Nine Hillian orty Seven Thousand Fifty Two Peace and 19/100
 (P. 0.047.052. 19).

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 Seven Hundred Fourteen housand Cne Hundred fifteen Fesos and 66/100 (P_2,714,115.66)

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

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.

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 Anti	polo, with the exclusion of a		
IN WITNESS WHEREOF, the	parties have hereunto signed ipolo City.	this Agreement this	day of
San Rafael Builders Entity/Firm/Corporation	RIZAL PR	OVINCIÁL GOVERY	NMENT
By: Notes Hoeen Proprietor/Manager/President	By:	NA RICCONOVNAE Provincial Governor	
The State Particles The Commence State Sta	WITNESSES		
4		- d	
MARISSA N. CLEOFA	MA. V	ICTORIADE TEJAD	A
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Publi	e 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
Ha. Loida Nocon	TIN No. 910-966-316		
All known to me and to me k and acknowledgment that the same is respectively present.	nown to be the same person/s s their free voluntary act and	who executed the fore	egoing instrument entity that they
This instrument, consisting of written and has been signed by the parti-	three (3) pages including thi es hereto in each and every pa	s page wherein this ac ge hereof, refers to the	cknowledgment is Agreement for:
Construction of 2 stor Montalban, Rival	ey Hultipurpose 51dg. 27fEb		y. Geronimo
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday	of, at	Rizal Provincial
Page No. 9) Book No. V/ Series 20 at .			PRECIOUS Y, VILLAMAYO NOTARY PUBLIC TRING 9596815 101/02/2025 80 NO 287088 1 12/26/2025 APHONTMENT NO. 25/15

ANTIPOLO CITE TO THE OF REAL UNITS DECEMBER 11 2000



NOTICE TO PROCEED

27 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

Construction of 2-Storey Ynares Multi-Purpose Bldg. (HOA Office) at Victoria Trails Phase 1, Brgy. San Isidro, Montaiban, Rizal

effective March 4, 2025 (Tuesday).

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

Authorized Signature:

Governor

I acknowledge receipt of this Notice on:

Name of the Representative of the Bidder:

RENATO C. VILLAROMAN

3

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 and office address at Baras, First, and herein represented Proprietor/President/General Manager, Renato Villerona, of legal age, citizen, single/married, resident of Baras, Risal , hereinafter referred to CONTRACTOR. WITNESSETH, That,	Filipino
PROVINCE declares that certain infrastructure works should be cons	tructed in namely:
Victoria Trails Phase I. Bray. con Inidre, Fontalban, Misel	it.

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 Completed Fifty Fig. (188) 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, a. 2025
 - 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 Four Fill ion even Hundred Thirty -ix Thousand One Hundred Twenty light end and 46/100 (P

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 1111 of our standard that the standard of the significant our standard of the standa
- 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;
- 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

88

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. FEB 2 7 2025 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT rd Duilders Entity/Firm/Corporation By: By: NINA RICCI A. YWARES Provincial Governor (x Proprietor/Manager/President WITNESSES MA. VICTORIA TEJADA 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 Valid ID Presented Date Place Name/Entity September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES TIN No. 111-0-1-448 Pennts Vill romen 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 2 storey Theres sultipurpose Blag. (HCA Office) at Victoria Trails Phase I, Bray, Non Isidro, Montalban, Sixal FEB 2 7 2025 WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

> REP NO. 487368 / TAZISEZION APPOINTMENT NO. 24-15 NO. E NO. VIII- 0003816 ROLL NO. 61736 FOR MUNICIPALITIES OF TAYTAY, CAMTA AND

Doc No.
Page No.
Book No.
Series 20 ZF.



NOTICE TO PROCEED

27 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

Construction of Perimeter Fence at Open Space Blk. 10, Eastwood Greenview Subd., Phase 1, Brgy. San Isidro, Montaiban, Rizal

effective March 4, 2025 (Tuesday).

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 RICCLÀ YNARES

Governor

I acknowledge receipt of this Notice on:

2.76.76

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:

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
organized and existing under the laws of the Republic of the Land herein represented by its and office address at
WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No
Construction of Perisster Pence at Open Posco Sik. 10, Pastwood Greenview
hubd., know I. Srgy. Sen Intero, Montelbur, Sizel
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 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 the strict tent to the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the strict tent to the following standards set forth in the bid documents, approved plans, program of works and specification in consideration of the amount of the strict tent to the strict tent tent tent tent tent tent tent te
in consideration of the amount of the strategy (P 1,750,714.58), 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 lixty (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. 3. 2025
 b. Certificate of Availability of Funds c. Scope/Program of Work and Detailed Estimate
d. Plans and Specifications
e. Construction Schedule
f Remost 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

The Million Town Hundred Fifty Eight Thousand Saven Hundred Fourteen Pesos

and 58/100 (P_ 1,755,714.52), Sund 58/100

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 Five Hundred wenty even Thousand is hundred required Pesos and 36/100 (P 527.514.36)

 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.

IN WITNESS WHEREOF, the	parties have hereunto signed	this Agreement (FEB)	2 7 2025ay of
at An	ipolo City.		
Lard Duilders	RIZAL PRO	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation			
By:	By:	Rad	
Tanbag 111aronan	NI	NA RICCI A. WAI	RES
Proprietor/Manager/President		Provincial Governor	{x
	WITNESSES		
Ch	Control Control		
MARISSA N. CLEOFA	MA, V	CTORIA B. TEJAD	A
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	e 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
Fem. to Villaroman	TIN No. 119-041-446		7
All known to me and to me kn and acknowledgment that the same is respectively present,	nown to be the same person/s		
This instrument, consisting of written and has been signed by the parti	three (3) pages including this		knowledgment is
Construction of Paris	eter Fance at Coas See	ce blk. 40. Kast	wood Treenview
Subdes Phone I. Cray. Sen I			
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisFEBry20	7 2025 at	Rizal Provincial
Doc No. 959			61
Doc No. 414 Page No. 72		ATTY SORGIOUS V	MILMANOR

PTR NO 9596813 / 01/02/2025
IBP NO 497768 / 12/26/2024
APPOINTMENT NO 24-15
MCLE NO VIII-0007916
ROLL NO 57736
FOR MUNICIPALITIES OF TAYTAY, CAINTA AND
WITHOUGH CITY FROMINGE OF RIZAL LINTIL DESEMBER 31, 2025

Book No. Series 20 2r.



NOTICE TO PROCEED

27 February, 2025

MS, MARIA LOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Bidg. at Open Space Eastwood Greenview Subd., Phase 5, Brgy. San Isidro, Montalban, Rizal effective March 4, 2025 (Tuesday).

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:

2.75.20

Authorized Signature:

Name of the Representative of the Bidder:

MARIA LOIDA C. NOCON



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 Montalban, and herein represented by its Proprietor/President/General Manager, Montalban, Montalban

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

Construction of 2 storey Yneres Multipurpose Bldg. at Open Space Sastwood Greenview Subd., Phase 5, Brgy. San Isidre, Montalban, Risol

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 fine fundred fifty six (156) 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 Bulietins, 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, a. 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
- 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 Hillion Seventy Four Thousand Seven Hundred Thirty Cos Pesos and 99/100 (P 5.074,731.99).

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 Hilliam Five Bundred Twenty Two Thousand Four Hundred Nineteen Peace and 60/100 (P_1,521,419,60)

 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

v

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.

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

Bartin Loid= Nocon 910-996-316

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

Genetraction of 2 storey Ynares Fu Greenview Subd., Phase 5, Brgy. San Leid 2 7	ro. Montalbar	ldg. at Open n. Bizal	opene Eastwood
WITNESS MY HAND AND SEAL this 2 7	Edly 2025	, at Rizal l	Provincial
capitol, Attelpolo City.			7.00

Doc No. 441
Page No. 91
Book No. VI
Series 20 Ar.

ATTY. PRECIOUSLY, VILLAMAYOR
NOTARY PRINC DESCRIPTION OF THE PROPERTY OF THE P

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



NOTICE TO PROCEED

27 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

Construction of Childrens Playground and Concreting of Road at Brgy. San Isidro and Brgy. San Rafael, Montalban, Rizal

effective March 4, 2025 (Tuesday).

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:

2.4.7

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

Lard Builders , a sole prop	rietorship/private corporation, duly
organized and existing under the laws of the Republic of the Philippin	As Itwa with
Proprietor/Provident/General Manager, Renato villagement	, of legal age, Filipino , hereinafter referred to as the
citizen, single/married, resident of Farus, Missl CONTRACTOR, WITNESSETH, That,	, increminated instances in

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, a. 3029

Construction of Childrens Playground and Congreting of Road & Brey-Man leidre and Braye sen saisel, ontelban, Sixal

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 the Hillien Fight hundred lifty time housens ive in consideration of the amount of 1,650,5:0.05), Philippine Currency. Hundred Minety Peros and 03/100

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

The whole works subject matter of this Agreement shall be completed within (56) 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:



- 36. 8/ 2024 SP Ordinance No.
- 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

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 font Numered Fifty Nine Thousand Five Numered Ninety leage and (P

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 146 hundred 1513 even house of 1511 lundred (P 27, 27, 27, 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;

- 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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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. FEB 2 7 2025 IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this _____ day of at Antipolo City. RIZAL PROVINCIAL GOVERNMENT Lard Builders Entity/Firm/Corporation By: By: NINA RICCI A. WNARES Provincial Governor (Y 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 Passport No. P7689056B September 24, 2031 Manila HON. NINA RICCI A. YNARES Renate Villaresen TIN No. 110-0-1-10 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 Childrens Flayground and Concreting of Road at Brgy. Dan Hafmel, Hentalban, Risal FEB 2 7 2025 WITNESS MY HAND AND SEAL this day of , at Rizal Provincial Capitol, Antipolo City. Doc No.

MCLE NO. VIII- 0007916

ROLL NO. 67736

FOR MUNICIPALITIES OF TAYTAY, CAINTA AND AMPOLIO CITY PROVINCE OF RIZAL UNTIL DECEMBER 11, 2025

Page No. __ Book No. __ Series 202 ~.



NOTICE TO PROCEED

27 February, 2025

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Bldg. (HOA Office) at East Meridian Residences, Phase 1A, Brgy. San Isidro, Montalban, Rizal effective March 4, 2025 (Tuesday).

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 your

NINA RICCI A, YNARES

Governor

Lacknowledge receipt of this Notice on:

2.74.76

Authorized Signature:

Name of the Representative of the Bidder.

CARLØS S. GERONIMO

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

CSGER CONSTRUCTION CORPORATIO	a sole proprie	torship/private corporation, duly
organized and existing under the laws of the	m, stret and	herein represented by its
Proprietor/President/General Manager,	CARLOS GERONIMO	, 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 namely:

Construction of 2-Storey Yasres Multi-Purpose Bldg. (HOA Office) at East Maridian Residences, Phase 1A, Brgy. San Isidro, Montelban, 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 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 o

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 Bundred Sitty Elgot 160 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;

Four Militon Eight Hundred 57/100	covenants Eighteen	to pay the	CONTRACTOR	the amount	of PESOS
37/100			(P	4,010,000.	27

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 settlem Four Hundred Forty-Five Trovsend Plan Hundred Staty-Six Feeces 37/100 (P 1,445,566.97)

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;

 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. WHEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT CSGER CONSTRUCTION CORPORATION Entity/Firm/Corporation By Governor(Preprietor/Manager/President WITNESSES MA. VICTORI MARISSA N. CLEOFAS NOTARIAL ACKNOWLEDGMENT REPUBLIC OF THE PHILIPPINES)) S.S. 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. 009-082-732 CARLOS GENONINO 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:

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Construction of 2-Storey Yneres Multi-Pi Besidences, Phose 1A, Brgy. Sen Isidro,	erpose Bldg. (HDA Office) et Esst Meridia Montelben, Rizel
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	2 7 FEB 2025 day of, at Rizal Provincial
Doc No. 438 Page No. 97 Book No. VI Series 20 45	NOTARY PHIRLIPS 1226/2023 ATTY, PRECIOUS VICEAMAYO NOTARY PHIRLIPS 1/2/6/2023 EP NO. 457358 1 12/26/2024 APPOINTMENT NO. 24-15

MOLENO VIII-0007916 ROLL NO 67738 PALITIES OF TAYTAY CAINTA AND ATTPOLO CITY PROVINCE OF REAL OUTS DECEMBER 31 2015



NOTICE TO PROCEED

27 February, 2025

MS. MARIA LOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Construction of 2-Storey Ynares Multi-Purpose Bidg. (HOA Office) at

Eastwood Residences Phase 8/8A, Brgy. San Isidro, Montalban, Rizal effective March 4, 2025 (Tuesday).

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 years,

NINA RICCI A. YNARES

Governor

I acknowledge receipt of this Notice on:

2.28.3€

Authorized Signature:

Name of the Representative of the Bidder:

MARIA LOIDA C. NOCON



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

Same	Rafael	Builders	, a sole proprieto	orship/priva	te corporation	on, duly
and office Proprietor/Pre citizen, single	address sident/Ge e/married	under the laws of the Republic of at <u>Montalban</u> , Rival eneral Manager, <u>Maria Loic</u> , resident of <u>Montalban</u> , INESSETH, That,	te C. Necen	, of	legal age,	Filipino

WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 36, s. 2026 namely:

Construction of 2 storey Ynares Hultipurpose Bldg. (HCA Office) at Lastwood Residences Phase 8/8A, Brgy. San Isidre, Montalban, 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 January 28, 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 Square: 55/100 (P 1, 745, 335, 55), 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 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
 - 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 Seven Hundred Forty Three Thousand Mine Hundred Thirty Three

 Pesos and 55/100 (P 4.753.933.55).

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 Cne Million Four Mundred Twenty Three Thousand Cne Hundred Lighty Pesos and 07/100 (P1.423.180.07)

 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 ane-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

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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.

2 7 PENVINESS WHEREOF, the parties have hereunto signed this Agreement this ______ day
at Antipolo City.

RIZAL PROVINCIAL GOVERNMENT
Entity/Firm/Corporation

By:

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

TIN No. 910-996-316

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:

wood	Construction of 2 storey Theres Residences Phase 8/8A, Brgy, San	Multipurpose Bldg. (HCA Office) at East- Isidro, Montalban, Rizal
	WITNESS MY HAND AND SEAL this	day of at Rizal Provincial
Capitol	Antipolo City.	on soudiers
Doc No	439	ATTY. PRECADE Y. VI. DAMAYOR
Page N		PTR NO. 9596813 / 01/02/2025
Book N		NOTARY PLIBUGGTIDE 1120052024 APPOINTMENT NO. 24-15
Series 2	16.05	MCLE NO. VIII- 0007916

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



NOTICE TO PROCEED

27 February, 2025

MS. MARIA LOIDA C. NOCON SAN RAFAEL BUILDERS Rodriguez, Rizal

Dear Ms. Nocon:

The attached Contract Agreement having been approved, notice is hereby given to SAN RAFAEL BUILDERS—that work may proceed on the Const. of Covered Pathwalk at Metro Manila Hills, Brgy. San Jose, Montalban, Rizal effective March 4, 2025 (Tuesday).

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:

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Authorized Signature:

Name of the Representative of the Bidder:

MARIA LODA C. NOCON



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

The PROVINCIAL GOVERNMENT OF RIZA and existing under Republic Act No. 7160, with seat of a Circumferential Road corner P. Oliveros St., Brgy. San Rocits PROVINCIAL GOVERNOR, HON. NINA RICC PROVINCE; and	que, Antipolo City, represented in this act by I A. YNARES, herein referred to as the
	12.1

San Rafael 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 Montalban, Rizal , and herein represented by its Proprietor/President/General Manager, Ma. Loids Nocon , of legal age, Filipino citizen, single/married, resident of Montalban, Rizal , 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, s. 2024 namely:

Construction of Covered Pathwelk at Metro Manila Hills, Brgy. San Jose, Montalban, 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 (88) 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
 - 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 Twenty Seven Thousand Forty Pegos and 96/100

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 Six Bundred Ninety Eight Thousand One Bundred Twelve Pesos and 29/100 (P 698,112,29)

 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.

	ne parties have hereunto signed		day of
2.7 FEB 2025 at Al	D #0(0.5/21/60)		
Sen Rafael Builders	RIZAL PRO	OVINCIAL GOVER	NMENT
Entity/Firm/Corporation		Ī.	
By: Ma. Lbida Nocon	By:	NA RICCI A VNA	
Proprietor/Manager/President		Provincial GoVerno	r) ·
	WITNESSES		
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MARISSAN, CLEOF	AS MA. VI	CTORLAB, TEJAD)A
NO	TARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.S.	r;		
BEFORE ME, a Notary Pub	lic for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Ma. Loida Nocon	TIN No. 910-996-316		-
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		
This instrument, consisting of written and has been signed by the par	f three (3) pages including this ties hereto in each and every pag		
Construction of Covere Montalban, Rizal	ed Pathwalk at Metro Mar	A20 S57	. Sam Jose,
. WITNESS MY HAND AND Capitol, Antipolo City.		f, at	Rizal Provincial
Doc No. 446 Page No. 90 Book No. V) Series 20 47.		NOTAR TRACE APPOINT MCLE R FOR MUNICIPAL T	NOUS Y. VILLAMAYOR OTARY PUBLIS 15390-15 / 61/02/2025 457369 / 12/26/2024 NTMENT NO. 24-15 END. VIII- 0007916 OLL NO. 67736 THES OF TAYTAY, CAINTA AND E OF TAYTAY, CAINTA AND E OF TAYTAY, CAINTA AND



NOTICE TO PROCEED

27 February, 2025

MR. MARIO C. SANDIL SAN IGMEDIO BUILDERS INC. Pandi, Bulacan

Dear Mr. Sandil:

The attached Contract Agreement having been approved, notice is hereby given to SAN IGMEDIO BUILDERS INC. that work may proceed on the Repair/Repainting of Ynares School Bldg. at Moutalban Heights Heights National High School, Brgy. San Jose, Montalban, Rizal

effective March 4, 2025 (Tuesday).

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 🐴 YNARE

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder:

MARIO C. SANDIL



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
SAN ICHEDIO BUILDERS, ISC, 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 and herein represented by its Proprietor/President/General Manager, of legal age, Filipino citizen, single/married, resident of, 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
Repeir/Receinting of Ynares School Ridg. at Montelben Heights Notfemel High School, Ergy. Sen Jose, Montelben, 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, 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
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, *. 2026
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
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;
Two H811The PROVINCE hereby coverents to may 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 51x Handred Twenty Theorem Etget Bandred (P £20, \$15.41

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. IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this ____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT SAN ICHEDIO BUILDERS, INC. Entity/Eirm/Corporation By: By: MARIO C. SANDIL NINA RICCI A. WNARES Provincial Governor (Y 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 Passport No. P7689056B September 24, 2031 Manila HON, NINA RICCI A. YNARES TIN No. 007-957-900 MADIO C. SANDIL 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 School Bidg. at Montalban Heights Mational High School, Bruy. Sen Jose, Montelban, Rivel

WITNESS MY HAND AND SEAL this	2 7d F Br 2025, at Rizal Province	la
Capitol, Antipolo City.	. 41	
n 12 122	-pue/lymans	2

Page No. Book No. Series 20 AF

NOTARY PUBLISHED TO THE APPOINTMENT NO. 24-15 MOLENO VIII-000781E ROLL NO. 67736

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



NOTICE TO PROCEED

27 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

Repair/Repainting of Yuares Multi-Purpose Covered

Court at Sitte Lanang, Brgy. CCL, Morong, Rizal

effective March 4, 2025 (Tuesday).

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 AJYNARES

Governor

I acknowledge receipt of this Notice on:

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Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered int	
and existing under Republic Act No. 7160, wit	OF RIZAL, a local government unit, duly organized in seat of government at the Rizal Provincial Capitol, y. San Roque, Antipolo City, represented in this act by IA RICCI A. YNARES, herein referred to as the
and office address at morone, manual	, a sole proprietorship/private corporation, duly ublic of the Philippines, with principal place of business and herein represented by its
Proprietor/President/General Manager, Garactizen, single/married, resident of Rorons CONTRACTOR, WITNESSETH, That,	hereinafter referred to as the
WHEREAS, the PROVINCE declares the pursuant of the Sangguniang Panlalawigan Ordin	ance No. 36, s. 2024 namely:

Repair/Repairing of Thores Multipurpose Covered Court at Sitio Lanance Bray. CCL, Morong, Risal.

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 January 28, 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 One Million Five Bundred Sixty Thousand One Bundred (P 1, 50, 128, 64), Philippine Currency. Twenty Eight Feson and 64/100

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 (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 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
 - 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 Five Sundred Sixty Thousand One Sundred Peenty Light Lagor and (P 1.860,128,64

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 Four Bundred Sixty Eight Thousand Thirty Light Pascs and 59/100

 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;
- 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





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

GKB Builders	RIZAL PR	OVINCIAL GOVERN	MENT
Entity/Firm/Corporation		0	
ly:	By:	Lod	
Gerald Fann SJ. Bilog	N	INA RICCI A. VNAF	RES
Proprietor/Manager/President		Governor & &	
	WITNESSES		
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MA. VICTORIA B. TEJA	ADA	MARISSA N. CLE	OFAS
NO	FARIAL ACKNOWLEDGN	IENT	
REPUBLIC OF THE PHILIPPINES			
ANTIPOLO CITY) S.S	5;		
BEFORE ME, a Notary Publ	lic 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
The property of the second sec	196-519-323	The state of the s	

of three (3) pages including this page wherein this acknowledgment is

written and has been signed by the parties hereto in ea Repair/Repainting of Ynares Mult Brgy. CCL, Moreng, Rizal	ch and every page he	ereof, refers to the Agreement for
WITNESS MY HAND AND SEAL this	2 7 FEB 2029	, at Rizal Provincial
Page No. Series 20 31		ATTY. PRECIOUS Y. VILLAMAYOR NOTABRING \$55813 (41/02/2025 BET NO. 467/368 17/26/2024 APPOINTMENT NO. 24-15 MCLE NO. VIII. 0007916 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF SELL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

27 February, 2025

MR. NOVENCIO J. FRANCISCO N. FRANCISCO CONSTRUCTION Morong, Rizal

Dear Mr. Francisco:

The attached Contract Agreement having been approved, notice is hereby given to N. FRANCISCO CONSTRUCTION that work may proceed on the Repair/Repainting of Ynares Multi-Purpose Covered Court and Construction of Stage at Brgy. Maybancal, Morong, Rizal effective March 4, 2025 (Tuesday).

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:

Authorized Signature:

Name of the Representative of the Bidder:

NOVENCIO J. FRANCISCO

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

N. FRANCISCO CONSTRUCTION		torship/private corporation, duly
organized and existing under the laws of the	he Republic of the Philippines	, with principal place of business
and office address at Northe,	Rigel , and	herein represented by its
Proprietor/President/General Manager,	MOVENCIO FRANCISCO	, of legal age, Filipino
citizen, single/married, resident of	Moroug, 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. 26, 22, 2024 namely:

Repetr/Repainting of Youres Multi-Purpose Covered Court and Construction of Stage at Bugy, Maybencel, Morong, 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 Seventy-Tree (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, *. 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
 Two Hillion Eight Hundred Two Troussed Four Hundred Seventy-Eight Pesos
 19/100

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 Elect flundred Forty Thousand Seven Hundred

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 (P.840, 743, 46

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.

IN WITNESS WHEREOF, the parties have hereunto signed this Agreement this 2 7 2025 day of at Antipolo City.

N. FRANCIS	CO CONSIR	UCTION
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RIZAL PROVINCIAL GOVERNMENT

Entity/Firm/Corporation

Proprietor/Manager/President

By:

NA RICCI A. KNARES
Provincial Governors &

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

NOVENCIO FRANCISCO

TIN No. 100-141-961

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 Ynares Multi-Purpose Covered Court and Construction of Stage et Brgy. Maybancal, Morong, Rival

WITNESS MY HAND AND SE	AL this	 2025, at Rizal Provincia
Capitol, Antipolo City.		

Doc No.

Page No. Book No.

Series 20 zr



NOTICE TO PROCEED

27 February, 2025

MR. JOMMEL G. SANTIAGO CAMORI BUILDERS AND SUPPLY Morong, Rizal

Dear Mr. Santiago:

The attached Contract Agreement having been approved, notice is hereby given to CAMORI BUILDERS AND SUPPLY—that work may proceed on the Repair/Repainting of Ynares Mutti-Purpose Covered Court at Brgy. Maybancal, Morong, Rizal effective March 4, 2025 (Tuesday).

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 RICCETALYNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

NTP 01282025#23



KNOW ALL MEN BY THESE PRESENTS:

This AGREEMENT made and entered into by and between:

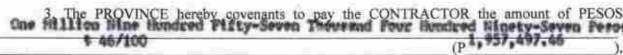
The PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized and existing under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, Circumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by its PROVINCIAL GOVERNOR,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

organized and existing under the laws of the Republi	c of the Philippines, with principal place of business and herein represented by its SANTIAGO, of legal age, Filipino
citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,	
WHEREAS, the PROVINCE declares that of pursuant of the Sangguniang Panlalawigan Ordinance	certain infrastructure works should be constructed in e No. 36, * 2024 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Brgy. Maybancal, Morong, 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. 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;



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 Five Sundered Eighty-Esven Thousand Two Sundered
 Forty-Nine Pesos \$ 24/100 (P 587, 249, 24) Forty-Mine Perce \$ 24/100

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 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:
- 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 Anti-	polo, with the exclusion of an	y other courts.	
IN WITNESS WHEREOF, the	parties have hereunto signed polo City.	this Agreement this	day of
CAMORI BUILDERS & SUPPLY	RIZAL PRO	OVINCIAL GOVERNME	ENT
Entity/Firm/Corporation	7	0	
By:	By:	Lad	
JOHNEL SANTIAGO	NI	NA RICCI ANYNARES	
Proprietor/Manager/President	-55	Provincial Governor &	č
	WITNESSES		
C		9/	
MARISSA N. CLEOFA	s MA. V	CTORIA B-TEJADA	
	THE CHARLES THE CHARLES	ENER	
NOTA	ARIAL ACKNOWLEDGM	ENI	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, pe	rsonally appeared the follo	owing
Name/Entity	Valid ID Presented	Date P	lace
HON, NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031 Ma	anīta
JOYNEL SANTIAGO	TIN No. 212-962-431		
All known to me and to me kn and acknowledgment that the same is respectively present.	own to be the same person/s their free voluntary act and	who executed the foregoin I deed as well as the ent	ng instrument ity that they
This instrument, consisting of written and has been signed by the partic	three (3) pages including this as hereto in each and every page	page wherein this acknow the hereof, refers to the Agre	wledgment is sement for:
Repair/Receinting of Yneres Risel	Multi-Purpose Covered	Court et Brgy. Heyb	encel, Morong,
WITNESS MY HAND AND	SEAL this 2 7af [2025 , at Riz	al Provincial
Capitol, Antipolo City.			pullman
Doc No. 49		N	CTARY PUBLIC
Page No. 81		NOTARY PUBLIC	
Series 20 <u>25</u> .			END VIII (Q) TELE



NOTICE TO PROCEED

27 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

Repair/Repainting of Ynares Multi-Purpose Covered

Court and Stage at Brgy, Imatong, Pililla, Rizal

effective March 4, 2025 (Tuesday).

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

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

Very truly yours,

NINA RICCI 🖫 YNARES

Governor

I acknowledge receipt of this Notice on:

2.74.74

Authorized Signature:

Name of the Representative of the Bidder:

GERALD KENN SJ. BILOG

24

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
organized and existing under the laws of the Republic of the Philippines, with patients place and office address at Rorons, Risal, and herein represented by its Proprietor/President/General Manager, Risal, of legal age, Filipino citizen, single/married, resident of Nerons, Risal, 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. 26, 4, 2024 namely:
repair/Repainting of Ynaras Pultipurpose Covered Court and Stage at Ergy. Imatong, Pililla, Sinal
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 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
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 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 a a 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 PESO one willion seven sundred burty seven sourced leven seven and 79/100
(P 1,7,57,011,79

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 (P 221, 133, 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;
- 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.

2D WITNESS WHEREOF, ti				day of
ST TO LOCAL BLAN	апрою слу			
eka Builders		RIZAL PRO	VINCIAL GOVERN	MENT
Entity/Firm/Corporation		***************************************		
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Byr		By:	0 1	
Serold (opt) J. Bileg			A RICCI TONAR	
Proprietor/Manager/President			Provincial Governor	68
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Ch			al	
MARISSA N. CLEO	PAS	MA. VIO	TORIA DE TEJADA	X.
WARISSA N. CLEO	no.	A CARCAGO CONTRA		
NO	TARIAL ACKNO	OWLEDGME	NT	
REPUBLIC OF THE PHILIPPINES	v.			
ANTIPOLO CITY) S.				
BEFORE ME, a Notary Pub	ilic for and in Anti	polo City, pers	onally appeared the	following
Name/Entity	Valid ID P	resented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P	7689056B	September 24, 2031	Manila
Gerled Kenn #J. Bilog	TIN No. 195	-519 - 323		2
All known to me and to me and acknowledgment that the same respectively present. This instrument, consisting written and has been signed by the pa	is their free volu of three (3) pages rties hereto in each	ntary act and including this and every page	page wherein this ac hereof, refers to the	knowledgment Agreement for:
Reprize painting of at Brgy. Instong, Fi	Tenres Hultip Hills, Sizel	urpose Cove	red Court and S	toge
		2 7 FEB	2025	
				Rizal Provinci
WITNESS MY HAND AN	D SEAL this	day of	1.0	
WITNESS MY HAND AN Capitol, Antipolo City.	ID SEAL this	day of	1.0	NAVAD .
Capitol, Antipolo City.	ND SEAL this	day of	1.0	
Capitol, Antipolo City. Doc No. #39	ND SEAL this	day of	1.0	LANAYOR
Capitol, Antipolo City. Doc No. #39 Page No. 48	ND SEAL this	day of	ATTY. PRECIOUS VII	LAMAYOR STATES
Capitol, Antipolo City. Doc No. 430 Page No. 48 Book No. W	ND SEAL this	day of	ATTY PRECIOUS VIII	CANAYOR
Capitol, Antipolo City. Doc No. 439 Page No. 48	ND SEAL this		ATTY. PRECIOUS VIII NOTARY PUBLIC PTR NO. 95956121 (1) // HP NO. 47785 (1) //	LAMAYOR 127025 1216



NOTICE TO PROCEED

27 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 Ynarcs School Bldgs. at Virgitio B.

Melendres Mem. Elem. School, Brgy. Takungan, Pililla, Rizal effective March 4, 2025 (Tuesday).

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:

2.78.75

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Morong, Rizel , and herein represented by its Proprietor/President/General Manager. ELWIN 8. RIVERA , of legal age, Filipino citizen, single/married, resident of Morong, Rizel , 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 Rev. No. 7, 5, 2024 namely:

Receir/Receinting of Ynares School Bldgs. at Virgilio B. Melendres Elem. School, Ergy. Takungen, Pitille, 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 the thorized 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. RPS8 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 Four Million Eight Hundred Fifty-One Thousand Seven Hundred Forty Pesos \$ 30/100 (P 4,851,740.30).

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;

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K

- 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 Four Hundred Fifty-Five Thousand

 (P1.455.522.09

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:
- 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. WHENEOF, the parties have hereunto signed this Agreement this at Antipolo City. RIZAL PROVINCIAL GOVERNMENT YAKALER CONSTRUCTION & SUPPLIES Entity/Firm/Corporation By: By: NA RICCI A. NARES Provincial Governor NINA RICCI A. EDWIN B. RIVERA 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. 429-018-900 EDWIN 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 acknowledge

This instrument, consisting of three (3) pages written and has been signed by the parties hereto in each	including this page and every page hered	of, refers to the Agreement for:
Repair/Repainting of Yneres School Bldg School, Brgy. Tekungen, Pilille, Rivel	s. at Virgilio	B. Melendres Mem. Elem.
	2 7 FEB 2025	
WITNESS MY HAND AND SEAL this Capitol, Antipolo City.	day of	at Rizal Provincial
Doc No. 445		ATTY, PRE CAS Y, VI NAMAYOR NO SEP PUBLIC PTR NO. 9506813 / 01/02/2025
Book No. VI Series 20 25.		NOTARY PUBBICESTREE 12/20024 APPOINTMENT NO. 24-15 MOLE NO. VIII-0007916 POXL NO. 67736
		FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2021



NOTICE TO PROCEED

27 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 1-Storey Ynares Multi-Purpose Bldg. (Senior Citizen's Office) at Brgy. Wawa, Pililla, Rizal

effective March 4, 2025 (Tuesday).

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 ricol_{al}ynares

Governor

I acknowledge receipt of this Notice on:

2.76-70

Authorized Signature:

Name of the Representative of the Bidder:

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 Biomeonic, Rivel , and herein represented by its Proprietor/President/General Manager, PACLO OLIVER D. ACURO , of legal age, Filipino citizen, single/married, resident of Biomeonic, 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, 11, 2024 namely:

Improvement of 1 Storey Yneres Multi-Purpose Bldg. (Senior Citiesn's Office) et Brgy. News, Pilille, 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 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 the language of 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 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. 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 Four Hundred Forty-Eight Thousand Seventeen Peser \$ 46/100

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;

T.

F

- 1

- 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 One Handred Thirty-Four Thousand Four Hundred Five Poses 5 24/100 (P 134,405.24

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;

- 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; (Not 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





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 of
DIAZ ACKUMO CONSTRUCTION CORE		OVINCIAL GOVERN	
Entity/Firm/Corporation		~ /	
By:	By:	V	
- Time	NI	NA RICCIA. YNAR	ES
Proprietor/Manager/President	133	Provincial Governor	
	WITNESSES		
Cop		2	
MARISSA N. CLEOFA	e MA V	ICTORIA B TEJAD	N.
MARISSAIN CLEOFA	ia miner	.0.101.01	
NOT	ARIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	e 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
PAOLO OLIVER D. AQUINO	TIN No. 010-084-780		
All known to me and to me ki and acknowledgment that the same is respectively present.	nown to be the same person/s their free voluntary act and	who executed the fore i 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 this es hereto in each and every pag	page wherein this ac e hereof, refers to the	knowledgment is Agreement for:
Improvement of 1 Storey Years Brgy. Wave, Pilille, Risel	es Multi-Purross Bldg.	(Senior Citizen	's Office) et
	2.7 FE	B 2025	
WITNESS MY HAND AND Capitol, Antipolo City.	SEAL thisday o	of, at	Rizal Provincial
Doc No. 40			-pullbrase
Page No. 93		ATTY. P	ECION STATE OF THE
Book No. VI		NOTARY PL	NO. 467380 1226204
Series 20 31.		(id)	PROBLEM NO. 25-15
			MCLE NO VIII AND 1916 POLL NO 67706
		FOR MUNIC ANTIPOLO CITY PE	UPALITIES OF TAY LAW JUNTA AND KOVINGS OF RIDAL UNIT DECEMBER 31, 2045



NOTICE TO PROCEED

27 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 Const. of 4-Seater Comfort Room at La Mar Village, Brgy. Guitnang Bayan II, San Mateo, Rizal effective March 4, 2025 (Tuesday).

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:

278.70

Authorized Signature:

Name of the Representative of the Bidder:

RENATO CYVILLAROMAN



KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and entered into by and between:
i	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 Is PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the PROVINCE; and
	a sole proprietorship/private corporation, duly
100	organized and existing under the laws of the Republic of Laws
ì	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in pursuant of the Sangguniang Panlalawigan Ordinance No. 51
	Construction of A sector Confort Room at La Far Village, Drgy. Suitness Hayan II, Har K too, First
	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:
0	1. The whole works subject matter of this Agreement shall be completed within

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 numbered line by the Thousand Two 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;
- 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.

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

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 4 heater Confort Bogan II, Non Estee, Rivel	Hoom of he Har Villey	re, Ergy. Ouitneng
WITNESS MY HAND AND SEAL this _ Capitol, Antipolo City.	FEB at 2 7 of 2025	at Rizal Provincia
		.7957

Page No. 93
Book No. W

INC. ASTOR P. C. L.C.

IBP NO. 487388 / 12/26/2024

APPOINTMENT NO. 24-15

MCLE NO. VIII- 0007916

ROLL NO. 67736

FOR INLINICIPALITIES OF TAYTAY, CAINTA AND

ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 11 2015



NOTICE TO PROCEED

27 February, 2025

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

Dear Engr. Geronimo:

The attached Contract Agreement having been approved, notice is hereby given to CSGER CONSTRUCTION CORP. that work may proceed on the Improvement/Extension of Ynares Multi-Purpose Bldg.

(Senior Citizens Office) at Brgy. Sto. Niño, San Mateo, Rizal

effective March 4, 2025 (Tuesday).

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 trul yours,

NINA RICCI A. YNARES
Governor

I acknowledge receipt of this Notice on:

2.74 75

Authorized Signature:

Name of the Representative of the Bidder:

CARLOS S, GERONIMO

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 CSGER CONSTRUCTION CORPORATION 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 Montelben, Rizel , of legal age, Filipino Proprietor/President/General Manager, CARLOS GERONIMO hereinafter referred to as the Montelban, Rizel 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. 36, e. 2024

Improvement/Extension of Yneres Multi-Purpose Bldg. (Senior Citizens Office) et Brgy. Sto. Mino, San Meteo, 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 Two Million Two Hundred Forty-Three Thousand Two (P 2, 243, 240, 32), Philippine Currency. Hundred Forty Pesos \$ 32/100

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. 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

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 Two Handred Forty-Tores Thousand Two Hundred Forty Pesos & 32/100 (P 2,243,240,32

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;

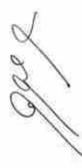
- The CONTRACTOR warrants that he has not given nor promised to give any money or gift to any official or employee of the PROVINCE, or any Government instrumentality to secure this Contract;
- 5. It is understood that prior to the signing of this Agreement, the Contractor has posted the required performance security of PESOS Six Hundred Seventy-Two Thousand Nine Bundred Seventy-Two Pesos \$ 10/100

 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;
- 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 ____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT CSGER CONSTRUCTION CORPORATION Entity/Firm/Corporation By By: NINA RICCI A. WNARES 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 Manila September 24, 2031 HON, NINA RICCI A. YNARES Passport No. P7689056B TIN No. 009-082-732 CARLOS GERONIMO 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/Extension of Ynares Multi-Purpose Bldg. (Senior Citizens Office) et Brgy. Sto. Mino, Sen Meteo, Rizel 2 7 FEB 2025 day of . at Rizal Provincial WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

NOTARY PLIM

APPOINTMENT NO. 24-15 MCLE NO. VIII- 0007916 ROLL NO. 87736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DEGENSER \$1, 20.

Doc No. Page No.

Book No. Series 20 AT.



NOTICE TO PROCEED

27 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 2-Storey Ynares Multi-Purpose Bldg. (Tribal Hall) at Brgy. Laiban, Tanay, Rizal

Const. of 2-Storey Yuares Multi-Purpose Bldg. (Tribal Hall) at Brgy. Laiban, Tanay, Rizal effective March 4, 2025 (Tuesday).

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

I acknowledge receipt of this Notice on:

2.24.25

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:
Cit	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, ircumferential Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by PROVINCIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the ROVINCE; and
	GKB Builders , a sole proprietorship/private corporation, duly
P	rganized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at Horons, Rical and herein represented by its reprietor/President/General Manager, Fareld sonn al. Biles of legal age, Filipino itizen, single/married, resident of Morons, sizel hereinafter referred to as the CONTRACTOR. WITNESSETH, That,
р	WHEREAS, the PROVINCE declares that certain infrastructure works should be constructed in namely: oursuant of the Sangguniang Panlalawigan Ordinance No. 20, 8, 2024 namely:
	Construction of 2 storey Yeares Bultipurpose Bldg. (Tribal Hall) at brey. Leiben, Toney, Rical
	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 28, 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 <u>Pive Fillion Two Sundard Sixty Aght Thousand Sixty Sixty Aght Thousand Sixty </u>
	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 Listy List (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:
ž	a. SP Ordinance No. 36, n. 2024
1	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
	 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 Million Two Mundred Sixty Eight Thousand Five Hundred Forty Seven Pesos and 15/100 (P 5,268,547,16
	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 one Fillion live Hundred lighty housand live Hundred lighty our reach and 15/160 (P 1,580,564.15))

 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.

he appropriate court of the City of Antip	iolo, with the exclusion of all	y Office Courses	day of
2 POWNESS WHEREOF, the at Anti-	parties have hereunto signed polo City.	this Agreement this _	uny or
WG Builders	RIZAL PRO	OVINCIAL GOVERN	IMENT
Entity/Firm/Corporation		01	
By:	By:	God	
Gerald Total SJ. Bilog	NR	NA RICCI . YNAR	ES
Proprietor/Manager/President	1	Provincial Governor	Co
	WITNESSES		
F		91	
MARISSA N. CLEOFA	s MA. VI	CTORIS B. TEIADA	1
NOTA	RIAL ACKNOWLEDGM	ENT	
REPUBLIC OF THE PHILIPPINES) ANTIPOLO CITY) S.S.			
BEFORE ME, a Notary Public	for and in Antipolo City, per	sonally appeared the	following
Name/Entity	Valid ID Presented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P7689056B	September 24, 2031	Manila
Gereld Renn SJ. Bilog	TIN No. 196-519-323		
All known to me and to me kn 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 written and has been signed by the partie	three (3) pages including this es hereto in each and every pag	page wherein this ac e hereof, refers to the	knowledgment is Agreement for:
Construction of 2 store	y Ynares Multicurposs	Bldg. (Tribal Re	11) at

Bray, Liben, Tenay, Rizel at Rizal Provincial WITNESS MY HAND AND SEAL this Capitol, Antipolo City.

Doc No. Page No. Book No. Series 20 AV

USY. VILLAMAYOR NOTARY PUBLIC 12/26/2024 APPOINTMENT NO. 24-15

ANTIPOLO CITY



NOTICE TO PROCEED

27 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 Installation of Water Distribution Line at Sitlo Aguho, Brgy. Sampaloc, Tanay, Rizal effective March 4, 2025 (Tuesday).

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 AJ YNARES

Governor

I acknowledge receipt of this Notice on:

2.76 25

Authorized Signature:

Name of the Representative of the Bidder:

EDGARDO M. TIRIADAS



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 but and office address at Binangonan, Rical and herein represented by Proprietor/President/General Manager, Edwards Ubisdae of legal age, Functioner, single/married, resident of Binangonan, Rical hereinafter referred to	y its ilipino
CONTRACTOR, WITNESSELL, That,	
pursuant of the Sangguniang Panlalawigan Ordinance No.	cted in imely:
Installation of vater Distribution Line at Sitio Aguho, Brgy. Sampalco, Tanay, Rizal	
WHEREAS, the CONTRACTOR, warranting that it has the financial and, technical com-	petence

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

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
- 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;

Three Million Sixty nine Thousand Five Hundred Forty Seven Perce 146/100 (P 3,009,547,46),

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_Bine Hundred Twenty Thousand Sight Hundred Sight Pesos and 24/100

 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;
- 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 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_Bine Hundred Twenty Thousand Sight Hundred Sight Pesos and 24/100

 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;
- 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



NOTICE TO PROCEED

27 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

Installation of Safety Grills (Enclosure) on 3-Storey 9-Rooms Ynares School Bldg. at Ilaya Elem. School, Brgy. Tandang Kutyo, Tanay, Rizal effective March 4, 2025 (Tuesday).

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:

2.26/20

Authorized Signature:

Name of the Representative of the Bidder:

RENATO & VILLAROMAN

3

KNOW ALL MEN BY THESE PRESENTS:

	This AGREEMENT made and	entered into by and between:	
Cir.	The PROVINCIAL GOVER existing under Republic Act No. cumferential Road corner P. Olivero PROVINCIAL GOVERNOR, F. OVINCE; and	NMENT OF RIZAL, a local government unit, dul 7160, with seat of government at the Rizal Provin- tos St., Brgy. San Roque, Antipolo City, represented in HON. NINA RICCI A. YNARES, herein referre	in this act by ed to as the
org	Lard Builders anized and existing under the laws office address at Berei prefetor/President/General Manager	, a sole proprietorship/private corporate of the Republic of the Philippines, with principal places, Rizel , and herein represent , senate Villaroman , of legal and series, risel , hereinafter referre	e of business ted by its age, Filipino
cit	ONTRACTOR, WILNESSELFL, LL	ildi.	
pu	rsuant of the Sangguniang Panlalaw	declares that certain infrastructure works should be of vigan Ordinance No. 2024	
	Installation of Safety School Bldg., at Ilsys Sle	drille (Enclosure) on 3 torey, 9 tooms	izal
B	undertake the above said infrastruction and in a public bidding held last dance construction and completion of the	TOR, warranting that it has the financial and, technical ture works, has been declared as the Lowest Calculationary 28, 2025, has accepted and binds itself the above said infrastructure works strictly in according documents, approved plans, program of works and ive alundred Nine Thousand Sight Jundred (P. 500, 270, 55), Philipper	If to undertake lance with the d specification Seventy
) ir	ine Pesos and 55/100	(P 509, 279, 55), Philipp	oine Currency.
h I	NOW, THEREFORE, for a ereby agree as follows: 1. The whole works su Carty Car	and in consideration of the foregoing premises, the abject matter of this Agreement shall be come of the confidence of t	ions of the Bid I Conditions of required by the
	 a. SP Ordinance No. April B b. Certificate of Availability c. Scope/Program of Work d. Plans and Specifications e. Construction Schedule f. Request for Expression o g. Bidding Documents inch bidder/s two (2) bidding h. Bid Security i. Addenda and Supplement j. Notice of Award of Cont 	y of Funds and Detailed Estimate of Interest luding all the documents/statements contained in the w envelopes Ital Bulletin tract and the Contractor's Conformity thereto	TRACTOR, th
	latter hereby covenants with the Pl of this Agreement in conformity wi	ROVINCE to construct and complete the infrastructure ith the province of the Contract;	

46

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 s ified in the Bid and as agreed upon by the Contractor;

3. The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESOS Five Hundred Nine Thousand Bight Hundred Seventy Nine Pescs and 56/100

- 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 One Hundred Fifty Two Thousand Nine Hundred Sixty
 Three Pesos and 87/100 (P. 152,963,87)

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;

- 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;
- 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 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;

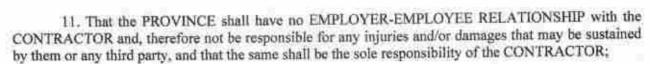
Section 68 of Rule XXII of Republic Act No. 9184 states as follows, to wit:



"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."

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;



- 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 2 7 2025 at Antipolo City. RIZAL PROVINCIAL GOVERNMENT ard Builders Entity/Firm/Corporation By: By: NINA RICCI A.WNARES 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. 119-041-448 Benato Villaremen

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 t	y the parties hereto in each	h and every page hereot, re	iters to the Agreement for:
			nclosure) on 3 stor	
	ITNESS MY HA	ND AND SEAL this _	FEB 2 7 2025	, at Rizal Provincial
Doc No.	417			.//
Page No.	92		ATT PROPERTION	S V VIII MAYOR
Book No.	U		NINO	TARY PUBLIC
Series 20 2	Γ.		PTR NO. 959	6813 / 01/02/2025

IBF NO. 487388 / 12/28/2024 APPOINTMENT NO. 24-15 MOLE NO. VIII- 6007516 ROLL NO. 67736 FOR MUNICIPALITIES OF TAYTAY, CAINTA AND

ANTIPOLO CITY PROVINCE OF RIZAL UNTIL DECEMBER 31, 2025



NOTICE TO PROCEED

27 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 at Sitio Tanay Ville, Brgy. Tandang Kutyo, Tanay, Rizal

effective March 4, 2025 (Tuesday).

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

2.26.75

Authorized Signature:

Name of the Representative of the Bidder.

I acknowledge receipt of this Notice on:

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

YAKALER CONSTRUCTION & SUPPL	IES, a sole pro	prietorship/private corporation, duly
organized and existing under the laws of the and office address at Morons, Proprietor/President/General Manager,	Rizel FININ B. RIVERA	of legal age, Filipino
citizen, single/married, resident of	Morong, Rizel	, 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, 8, 2024 namely:

Repair/Repainting of Ynares Multi-Purpose Covered Court at Sitio Teney Ville, Brgy. Tendeng Kutyo, Tensy, 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 Jenuary 23, 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 Million three Hundred Fighty Thousand Fifty-

Seven Peros \$ 64/100 (P 2,380,057.64), Philippine Currency.

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

- 1. The whole works subject matter of this Agreement shall be completed within Seventy-Two (72) calendar days, in accordance with the provisions of the 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
 - 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
 Two Million Three Hundred Eighty Thousand Fifty-Seven Peros \$ 64/100

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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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 Seven Hundred Fourteen Thousand Seventeen Pesos (P 714,017.29

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:
- 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





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 YAKALER CONSTRUCTION & SUPPLIES Entity/Firm/Corporation By: By: NA RICCI A YNARES
Provincial Governor f EDWEN B. RIVERA 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 September 24, 2031 Manila Passport No. P7689056B HON, NINA RICCI A. YNARES TIN No. 428-018-900 EDWIN 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 Yneres Multi-Purpose Covered Court at Sitic Tanay Ville, Brgy. Tendeng Kutyo, Teney, Rizel WITNESS MY HAND AND SEAL this ______ 2 7df bf 2025 at Rizal Provincial

NOTARY PUBLIC 12/26/2024

APPOINTMENT NO. 24-15

MOLE NO. VIII. 0007916 ROLL NO 67738

Capitol, Antipolo City.

Doc No. Page No.

Book No.

Series 20 21.



NOTICE TO PROCEED

27 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 School Bldg. at Abuyod National High School, Sitio Abuyod, Brgy. Dalig, Teresa, Rizal effective March 4, 2025 (Tuesday).

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 your

NINA RICCI A) YNARES

Governor

I acknowledge receipt of this Notice on:

2.78.75

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

organized and existing under the laws of the Republic of the Philippines, with principal place of business and office address at **Binengons**, **River**, ** and herein represented by its Proprietor/President/General Manager, ** Binengons**, ** RIVER**, ** of legal age, Filipino citizen, single/married, resident of ** Binengons**, ** Binengons**, ** 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. PSB Rev. Rev. 7, 12024 namely:

Repair/Repainting of Ymeres School Bldg. et Abuyod Hattonel High School, Sitio Abuyod, Begy. Delig, Terese, 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 Bunderd Eighty (130) 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, 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 Seventy-Six Thousand Tve Hundred Forty-One Pesos 57/100 (P 7,576,241.57).

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;

H

- 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 Too Millen Too Bendred Seventy-Two Toousand

 Floot Supplied Seventy-Ton Pesos 1 47/160 (P 2,272, 872, 67)

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 of the appropriate court of the City of A	or suit out of the in	nplementation clusion of any	of this Agreement, so other courts.	shall belong to
IN WITNESS WHEREOF, t	he parties have her ntipolo City.	eunto signed th	is Agreement this _	day of
YAKALER CONSTRUCTION & SUPP	LIES	RIZAL PROV	VINCIAL GOVERN	MENT
Entity/Firm/Corporation			T.	
		120	0	
By:		By:	ted	
EDWIN B. RIVERA		NIN	A RICCI A. WAR	ES
Proprietor/Manager/President			rovincial Governor	
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MARISSA N. CLEO	FAS	MA. VIC	TORIAB, TEJADA	Č.
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	440			
REPUBLIC OF THE PHILIPPINES ANTIPOLO CITY) S.	507			
BEFORE ME, a Notary Pul	blic for and in Anti	polo City, perso	onally appeared the	following
Name/Entity	Valid ID P	resented	Date	Place
HON. NINA RICCI A. YNARES	Passport No. P	7689056B	September 24, 2031	Manila
EDWIN G. RIVERA	TIN No. 428	-018-900		
All known to me and to me and acknowledgment that the same respectively present.	known to be the s	ame person/s w ntary act and o	ho executed the fore ited as well as the	going instrument entity that they
This instrument, consisting written and has been signed by the pa	of three (3) pages arties hereto in each	including this p and every page	nage wherein this ac hereof, refers to the	knowledgment is Agreement for:
Receir/Reprinting of Ynere Abuyod, Brgy. Delig, Tores	e School Bldg.	et Abuyod	National High S	cheel, Sitie
SAME OF AREA		2 7 FEB 20	25	
WITNESS MY HAND AN Capitol, Antipolo City.	ND SEAL this	day of	, at	Rizal Provincial
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Series 20 QC.

IBP NO. 457368 / 12726/2024

APPOINTMENT NO. 24-15
MCLE NO. VIII-0007916
ROLL NO. 67736
FOR MUNICIPALITIES OF TAY TAY, CAINTA AND ANTIPOLO CITY PROVINCE OF PIZZAL LINTIL DECEMBER 31, 2025



NOTICE TO PROCEED

27 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 and Stage at Pantay Integrated High School, Brgy. Dalig, Teresa, Rizal effective March 4, 2025 (Tuesday).

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 RICCESSANARIES

Governor

I acknowledge receipt of this Notice on:

2.78,28

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

YAKALER CONSTRUCTION & SUPPL	, a sole proprie	torship/private corporation, duly
organized and existing under the laws of the	Riggi and	herein represented by its , of legal age, Filipino
Proprietor/President/General Manager citizen, single/married, resident of CONTRACTOR. WITNESSETH, That,		hereinafter referred to as the

Repair/Repainting of Ymeres Multi-Pursons Covered Court and Stage at Pantay Integrated High School, Brgy. Dalig, Taress, 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 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. RPSB Rev. No. 7, *. 2026
 - 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
 - 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 he one Militon Six Sundred	reby covenants to	pay the (CONTRACTOR	the amount of	PESOS
	Sevency-reine	130016677			
\$ 18/100			(P	1,679,471.18)

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 Flow Fundred Three Thousand Eight 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;
- 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.

WITNESS WHEREOF, the parties have hereunto signed this Agreement this ___ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT YAKALER CONSTRUCTION & SUPPLIES Entity/Firm/Corporation By: By: NINA RICCI A. YWARES Provincial Governor f 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 Valid ID Presented Name/Entity Manila September 24, 2031 HON, NINA RICCI A. YNARES Passport No. P7689056B TIN No. 428-018-900 MININ 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:

Rereit/Repainting of Ynares Multi-Purpose Covered Court and Stage at Pantay Integrated High School, Brgy. Delig, Terese, Risel

WITNESS MY HAND AND SEAL thi	s 2 7 FEB 2025	at Rizal Provincia
Capitol, Antipolo City.		
appli		Germaller-

Doc No. Page No. Book No. Series 20 -

NOTARY PUBLISHED TO TOTAL IBP NO. 457568 / 12/26/2024 APPOINTMENT NO. 24-15 MCLE NO. VIII- 0007916

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



NOTICE TO PROCEED

27 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 Asphalt Overlaying of J.M. Basa Extn. 1, Brgy. Libid, Binangonan, Rizal effective March 4, 2025 (Tuesday).

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. MNARES

Governor

I acknowledge receipt of this Notice on:

Authorized Signature:

Name of the Representative of the Bidder.

PORFIRIO P. MINA



KNOW ALL MEN BY THESE PRESENTS:

The l	PROVINCIAL GOVERNMENT OF RIZAL, a local government unit, duly organized under Republic Act No. 7160, with seat of government at the Rizal Provincial Capitol, ial Road corner P. Oliveros St., Brgy. San Roque, Antipolo City, represented in this act by ICIAL GOVERNOR, HON. NINA RICCI A. YNARES, herein referred to as the
S PROVINCE	CIAL GOVERNOR, HON. REIA RICCI III
2114	a sole proprietorship/private corporation, duly
organized and and office Proprietor/Proprietor, sing CONTRAC	d existing under the laws of the Republic of the Pumphas, and herein represented by its address at
WH pursuant of t	EREAS, the PROVINCE declares that certain infrastructure works should be constructed in he Sangguniang Panlalawigan Ordinance No
-2	relt veriging of J Seco Extn. I. Brgy. Libid, Sinangenon,
to undertake Bid in a pul	EREAS, the CONTRACTOR, warranting that it has the financial and, technical competence the above said infrastructure works, has been declared as the Lowest Calculated Responsive hic bidding held last, has accepted and binds itself to undertake the critical and completion of the above said infrastructure works strictly in accordance with the tandards set forth in the bid documents, approved plans, program of works and specification and of the amount of
in consider	etion of the amount of
1. 11x29	The whole works subject matter of this Agreement shall be completed within () calendar days, in accordance with the provisions of the Biography of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General and Special Conditions of the Reproved Plans, Program of Works and Specifications, General Reproved Plans, Program of Works and Specifications, General Reproved Plans, Program of Works and Special Conditions of the Reproved Plans, Program of Works and Special Conditions of the Reproved Plans, Program of Works and Plans (Plans (Pl
Contract, 5	Supplemental or Bid Bulletins, if any, and supporting/related documents as required by the sed Implementing Rules and Regulations of Republic Act No. 9184 and are integrated incorporated herein by way of reference, namely:
, a.	SP Ordinance No. 36 st. 40 4
Ъ.	Certificate of Availability of Funds
	Scope/Program of Work and Detailed Estimate 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
	Bid Security Addenda and Supplemental Bulletin
j.	Notice of Award of Contract and the Contractor's Conformity thereto
latter here	In consideration of the payment to be made by the PROVINCE to the CONTRACTOR, to by covenants with the PROVINCE to construct and complete the infrastructure works subjectively.
The second second	reement in conformity with the province of the Contract;
3	The PROVINCE hereby covenants to pay the CONTRACTOR the amount of PESC
Cipe 25	illion Tenty Four Liousand One Sundred Sweaty Lint Fears of 17/100

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;

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 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

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.

TINESS WHEREOF, the parties have hereunto signed this Agreement this _____ at Antipolo City. RIZAL PROVINCIAL GOVERNMENT JRN-22 Sateriorizada Entity/Firm/Corporation By: Provincial Governor 4 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 Passport No. P7689056B HON, NINA RICCI A, YNARES TIN No. 154-422-889 corririo Mina 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: amphalt Overlaying of 4 J. F. Bare Exts. I. Pray. Libid, Simangement, WITNESS MY HAND AND SEAL this 2 7 day of 2025 Capitol, Antipolo City. Doc No. Page No. Book No. Series 20 20 MOLENO, VIII-12