

CONTRACT AGREEMENT

This CONTRACT is made and entered into by and between:

CULTURAL CENTER OF THE PHILIPPINES, hereinafter referred to as "CCP", a government owned-and-controlled corporation created by virtue of Presidential Decree No. 15, as amended, with principal address at CCP Complex, Roxas Boulevard, Pasay City, represented herein by its President, **ARSENIO J. LIZASO**, duly authorized for the purpose of this Contract, as evidenced by CCP Board Resolution No. 11, Series of 2022, attached as Annex "A," herein referred to as "CCP,"

And

OSCAR R. RUIVIVAR AND ASSOCIATES (ORRA), the Construction Project Management Firm, a professional and registered architectural, engineering design and project management consultancy firm, with office address at 26 Wisdom St., Teresa Village, Project 6, Quezon City, represented herein by its Managing Partner, **AR. OSCAR R. RUIVIVAR**, duly authorized for the purpose of this Contract, as evidenced by Partners Resolution No. 2021-06, Series of 2021, hereto attached as Annex "B," herein referred to as "CONSULTANT."

CCP and the CONSULTANT shall individually be referred to as "Party" and collectively as "Parties."

The **CCP Bids and Awards Committee (BAC)** published an invitation to bid for the "Project Management Firm for the Rehabilitation and System Upgrades of the Cultural Center of the Philippines Main Building" and the CONSULTANT having submitted the most responsive and complying bid, was awarded The Project through BAC Resolution No. 07-2021 dated 24 September 2021.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this CONTRACT, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to:
2. The following documents shall be attached, deemed to form, and be read and construed as part of this CONTRACT, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference (TOR);
 - (c) Request for Expression of Interest;
 - (d) Instructions to Bidders;
 - (e) Bid Data Sheet;

- (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Bid forms, including all the documents/statements contained in the Bidder's bidding envelopes, as annexes, and all other documents/statements submitted (e.g., bidder's response to request for clarifications on the bid), including corrections to the bid, if any, resulting from the Procuring Entity's bid evaluation;
 - (h) Eligibility requirements, documents and/or statements;
 - (i) Performance Security;
 - (j) Notice of Award of Contract and the Bidder's conforme thereto;
 - (k) Approved Methodology and Work Program; and
 - (l) Other Contract documents that may be required by existing laws and/or the Procuring Entity concerned in the PBDs. Winning bidder agrees that additional Contract documents or information prescribed by the GPPB that are subsequently required for submission after the Contract execution shall likewise form part of the Contract.
3. In consideration for the sum of **TWENTY-ONE MILLION EIGHT HUNDRED FIFTY-EIGHT THOUSAND FOUR HUNDRED FIVE PESOS AND 58/100 (PHP 21,858,405.58)** or such other sums as maybe ascertained, the CONSULTANT agrees to execute and complete the Project Management for the Rehabilitation and System Upgrades of the CCP Main Building, and remedy any defects therein in accordance with its Bid.
 4. The CCP hereby covenants to pay the CONSULTANT in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
 5. The payments shall be based on the following schedule:

Percentage of Claim	Progress Billing
Fifteen Percent (15%) Advance Payment	1 st Payment = Php 3,278,760.84 (Recoupment period of six (6) Months)
Ten Percent (10%) Progress Payments, less Three (3) Advance Payment	Equal Monthly Payment for three (3) months = Php 182,153.38
Forty Percent (40%) Progress Payments, less Three (3) Advance Payment	Equal Monthly Payment for Fifteen (15) Months = Php 36,430.68 for 4 th to 6 th Month Php 582,890.82 for 7 th to 15 th Month
Percentage (%) Accomplishment-based Progress Payments	Variable Monthly Payment for the remaining duration of the Contract, except Final Payment = (Latest % Total Accomplishment - Previous % Total Accomplishment) x Contact Price

<p>Percentage (%) Accomplishment Final Payment</p>	<p>Ninety (90) calendar days after receipt of the final report and final statement = (Latest % Total Accomplishment – Previous % Total Accomplishment) x Contact Price</p>
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10. SEPARABILITY CLAUSE:

If any provision of this Contract is declared invalid, all other provisions not affected thereby shall remain valid. To overturn the invalidity, the parties may amend or modify said provision/s in conformity with the objective of this CONTRACT.

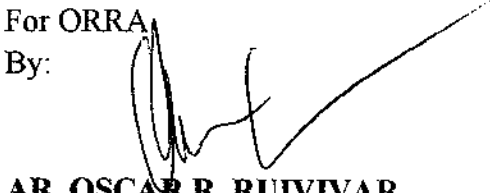
IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of the Republic of the Philippines on the day and year first above written.

SIGNED by the PARTIES on March 8, 2022, at Pasay City, Philippines.


For CCP
By:


ARSENIO J. LIZASO
President

For ORRA
By:

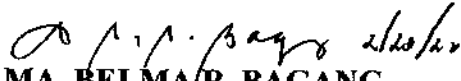

AR. OSCAR R. RUIVIVAR
Managing Partner

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department


ENRIQUE L. CORTES
Partner

WITHIN BUDGET
Funds Available.


MA. BELMA R. BAGANG
Officer-In-Charge
Finance Services Department

10604010 (08) P 21, P 8, 405.58 @ 02/23/22
(Special capex 300 pesos)
BURR 22-02-0212

ACKNOWLEDGEMENT

Republic of the Philippines)
City of PASAY CITY) s.s.

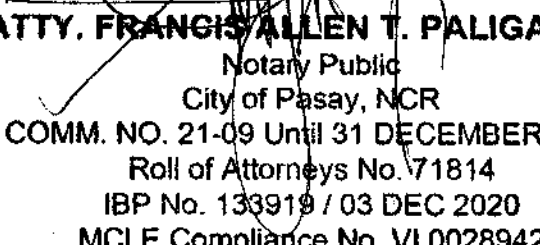
BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
ARSENIO J. LIZASO	Passport No.: P3126934B	September 7, 2029

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

SIGNED AND SEALED on 09 MAR 2022 2022 in Pasay City.

Doc. No. 271 ;
Page No. 56 ;
Book No. I ;
Series of 2022


ATTY. FRANCIS ALLEN T. PALIGAN JR.
Notary Public
City of Pasay, NCR
COMM. NO. 21-09 Until 31 DECEMBER 2022
Roll of Attorneys No. 71814
IBP No. 133919 / 03 DEC 2020
MCLE Compliance No. VI 0028942
PTR No. 7430484 /19 FEB 2021/ Pasay City

ACKNOWLEDGEMENT

Republic of the Philippines)
City of **QUEZON CITY** s.s.

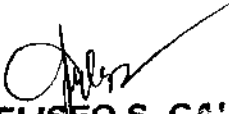
BEFORE ME, personally appeared:

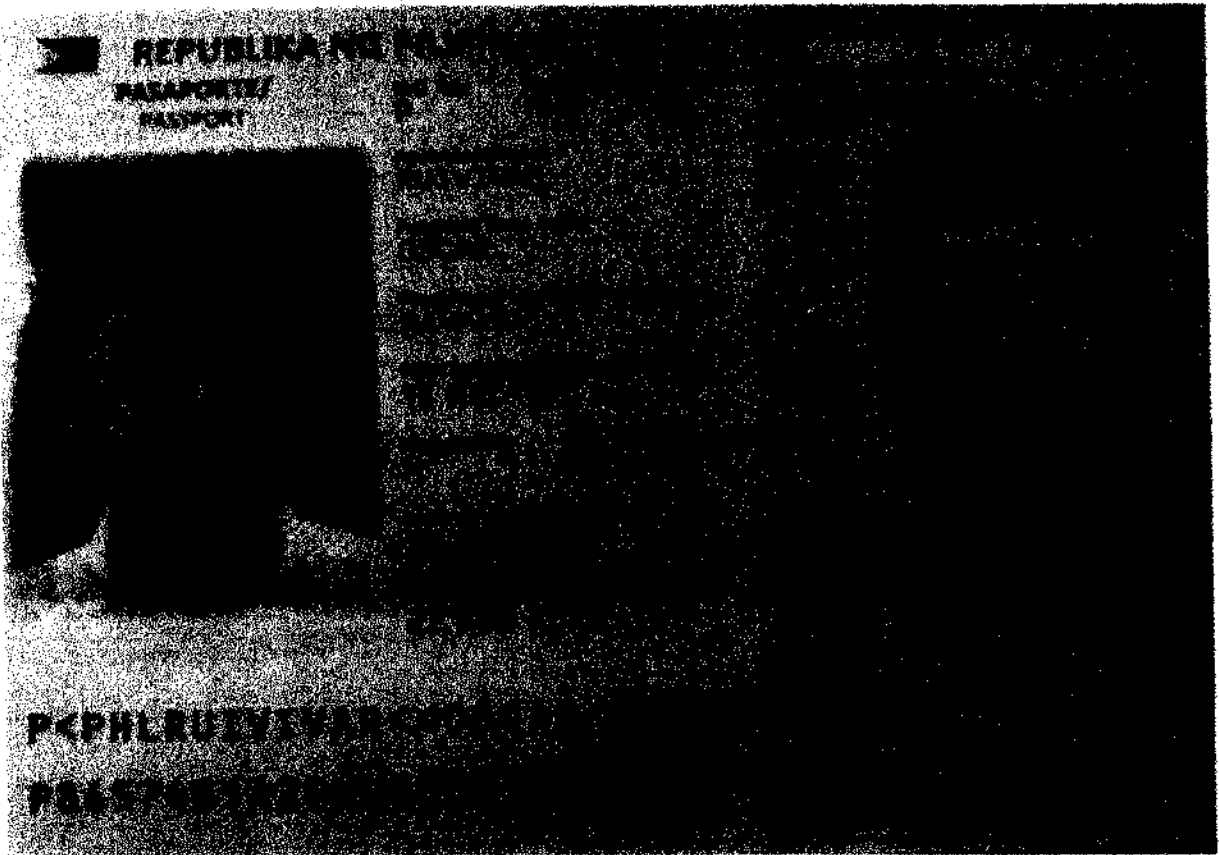
Name	Identification Document	Expiry Date
AR. OSCAR R. RUIVIVAR	Passport No.: P8457481A	August 22, 2028

Known to me to be the same person who executed the foregoing CONTRACT and he acknowledged to me that the signature he affixed confirms his voluntary act and that of the entity he represents.

SIGNED AND SEALED on 01 MAR 2022 2022 in **QUEZON CITY**

Doc. No. 465 ;
Page No. 97 ;
Book No. LAS ;
Series of 2022


ATTY. ELISEO S. CALMA, JR.
 Notary Public
 Roll No. 80189
 PTR No. 3054 ... 2022
 ISF No. ...
MCLE Comp. No. M-0012511 ... **April 14, 2022**
 20 Kamagong St., Sepamora Village
 East Fairview, Quezon City
 ALY 00000000-0000-0000-0000-000000000000
 Extended as Commission Under B.M. 3795
 Until June 30, 2022



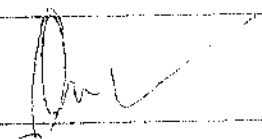
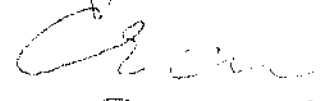
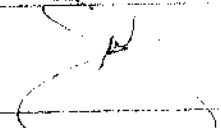
SECRETARY'S CERTIFICATE

I OSCAR R. RUIVIVAR, Managing Partner of Oscar R. Ruivivar and Associates as a partnership duly organized and existing under by virtue of the laws of the republic of the Philippines, DO HEREBY CERTIFY; that:

As the Principal Architect and Managing Partner of OSCAR R. RUIVIVAR & ASSOCIATES., I hereby certify that at the special meeting of the Partners held on October 4, 2021 at the office of OSCAR R. RUIVIVAR & ASSOCIATES., during which a quorum was present, the following Resolution was unanimously approved and adopted:

RESOLUTION NO. 2021-10

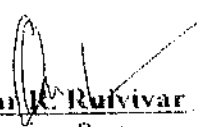
RESOLVED, THAT ANY OF THE FOLLOWING:

No.	Name of Duly Authorized Representative/s	Position	Signature
1.	Oscar R. Ruivivar	Managing Partner	
2	Enrique L. Cortes	Partner	
3	Rosalia V. Tan	Operations Manager	

are hereby duly authorized and designated in CULTURAL CENTER OF THE PHILIPPINES -PASAY CITY METRO MANILA Project Management firm for the rehabilitation and system Upgrades of the Cultural Center of the Philippines (CCP) Main Building-2nd Posting to submit a bid, make sign, execute, deliver and receive contracts, agreements, and all documents and their writings of whatever nature or kind. And execute and perform any and all acts necessary for the purpose.

2. I hereby certify to the correctness of the foregoing resolution and that the same is existing and has not been suspended, amended, modified or revoked.

IN WITNESS WHEREOF, I have hereunto set my hand this OCT 06 2021 day of _____ in the City of ~~Quezon City~~ Philippines.


Oscar R. Ruivivar
 Managing Partner
 Oscar R. Ruivivar and Associates

OSCAR R. RUIVIVAR & ASSOCIATES
 CERTIFIED TRUE COPY
 BY: _____ DATE: 10-6-21

OCT 06 2021

SUBSCRIBED AND SWORN to before me this _____ day of _____ at QUEZON CITY

Philippines, Affiants is/are personally known to me and was/were identified by me through competent evidence of identity as defined in the 2004 rules on Notarial practice (A.M. No. 02-8-13 SC) Affiant/s exhibited to me his/her Professional License ID with his/her photograph and signature appearing thereon, with no 5713

Witness my hand and seal this _____ day of OCT 06 2021

ATTY. ELKIN S. CALMA JR.
NOTARY PUBLIC
Until Dec 31, 2024
Adm. No. _____

NAME OF NOTARY PUBLIC
Serial No. of Commission _____
Notary Public for _____ until _____
Roll of Attorneys No. _____

PTR No. _____ [date issued], [place issued]
IBP No. _____ [date issued], [place issued]
Doc. No. 70
Page No. 24
Book No. LV- R
Series of 257

OSCAR R. RUIVIVAR & ASSOCIATES
CERTIFIED TRUE COPY

4