

CONTRACT AGREEMENT

THIS AGREEMENT made this 07 day of JAN 2024, 2023, by and between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government owned and controlled corporation established by virtue of Executive Order No. 30, series of 1966, located at CCP Complex, Roxas Boulevard, Pasay City, duly represented herein by its President Ad Interim, **MICHELLE NIKKI M. JUNIA** (hereinafter called "the **ENTITY**");

and

The **LEANDRO V. LOCSIN PARTNERS (LVLP)**, an architectural design firm with office address at 18/F Locsin Bldg., 6752 Ayala Avenue corner Makati Avenue, Barangay. San Lorenzo, Makati City 1226, herein represented by its Managing Partner, **AR. EDGARDO L. LEDESMA, JR.** (hereinafter called "the **CONSULTANT**");

WHEREAS, the ENTITY intends to rehabilitate its Main Building in order for the same to be a globally competitive and world-class venue that the Filipino people will be proud of;

WHEREAS, the ENTITY takes into mind that the original architect of the Main Building is the National Artist for Architecture Leandro V. Locsin whom established the CONSULTANT, and that the Implementing Rules and Regulations of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, allows contracting to a particular supplier for works of art, commissioned work or services of an artist for a specific artist skill;

WHEREAS, the ENTITY is desirous that the CONSULTANT, as the firm established by the original architect of the Main Building, execute the **Architectural Design and Engineering Consultancy Works for the Rehabilitation of the Cultural Center of the Philippines Main Building** with Contract No. _____ (hereinafter called "the **Works**"); and

WHEREAS, the ENTITY has accepted the offer for **FORTY-NINE MILLION NINE HUNDRED ONE THOUSAND SIXTY-FOUR PESOS (PHP 49,901,064.00)** Only, inclusive of Value Added Tax (VAT), by the CONSULTANT for the execution and completion of such services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, 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 Agreement, to wit:
 - (a) Bidder's Proposal;
 - (b) General and Special Conditions of Contract;



- (c) Terms of Reference (TOR);
- (d) Notice of Negotiated Procurement;
- (e) Financial Proposal;
- (f) Mayor's/Business Permit;
- (g) Professional License/Curriculum Vitae of required key personnel;
- (h) PhilGEPS Registration Number;
- (i) Income/Business Tax Return;
- (j) BAC Resolution No. 005-2023;
- (k) CCP Board Resolution for the approval of the TOR;
- (l) Performance Security;
- (m) Notice of Award of Contract and the Bidder's conforme thereto;
- (n) Notice to Proceed (NTP);
- (o) Other contract documents that may be required by existing laws and/or the and/or the CCP concerned in the PBDs. The CONSULTANT agrees that additional contract documents or information prescribed by the GPPB that are subsequently required for submission after the contract execution such as the acceptance of the terms and reference, shall likewise form part of the Contract

3. **Contract Price:**

In consideration of the payments be made by the ENTITY to the CONSULTANT for the sum of **Forty-Nine Million Nine Hundred One Thousand Sixty-Four Pesos (Php 49,901,064.00) Only**, inclusive of Value Added Tax (VAT), the CONSULTANT hereby covenants with the ENTITY to execute and complete the services for the Works and remedy any defects therein in conformity with the provisions of this CONSULTANT in all respects.

4. **Obligation of the Parties:**

The ENTITY hereby covenants to pay the CONSULTANT in consideration of the execution and completion of the 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.

The CONSULTANT hereby covenants to execute and complete the Services and remedy any defects therein in conformity with the provisions of this Contract in all respects, including the submission of official receipts and documents in support of claims for reimbursable items, if any. In the absence of official receipts/documents when claiming for reimbursable costs, the CONSULTANT shall submit a certification of actual expenditures made under oath.

5. **Period of Agreement:**

This Agreement shall be for a period of **One Hundred Thirty (130) Weeks or Thirty-Two and a Half (32.5) months**, commencing from the date of receipt of the NTP by the CONSULTANT.

6. Terms of Payment:

The payments shall be based on the following schedule:

PAYMENT SCHEDULE	PERCENTAGE
<p>(a) Advance Payment for mobilization upon approval and signing of the contract and the issuance of NTP.</p> <p>* The advance payment shall be made only upon the submission of a written request by the CONSULTANT together with an irrevocable standby letter of credit issued by an entity acceptable to the CCR and of an amount equal to the advance payment.</p>	<p>15% of the Contract Price equivalent to:</p> <p>Php 49,901,064.00 x 15% = Php 7,485,159.60</p>
<p>(b) Submission of Technical Drawings Review, Assessment Report, and Supplementary Audit Report</p>	<p>20% of the Contract Price less the recoupment of the advance Payment:</p> <p>Php 49,901,064.00 x 20% = Php 9,980,212.80 -20% (Php 7,485,159.60) = Php 8,483,180.88</p>
<p>(c) Submission of the Architectural and Engineering Design Drawings</p>	<p>40% of the Contract Price less the recoupment of the advance Payment:</p> <p>Php 49,901,064.00 x 40% = Php 19,960,425.60 -40% (Php 7,485,159.60) = Php 16,966,361.76</p>
<p>(d) Construction Administration and Closeout Phase</p>	<p>40% of the Contract Price: Divided over the number of months administration and closeout phase less the recoupment of the advance Payment:</p> <p>Php 49,901,064.00 x 40% = Php 19,960,425.60 -40% (Php 7,485,159.60) = Php 16,966,361.76 / 28.5 = Php 595,310.94 monthly</p>
<p>TOTAL</p>	<p>Php 49,901,064.00, VAT inclusive</p>

7. In consideration of the payments to be made by the ENTITY to the CONSULTANT, the CONSULTANT hereby covenants to execute and complete the services and remedy any defects therein in conformity with the provisions of this Contract in all respects.



8. Liquidated Damages:

If the CONSULTANT fails to deliver any or all of the Services within the period(s) specified in this Contract, the ENTITY shall, without prejudice to its other remedies under this Contract and under the Applicable Law, deduct from the contract price, as liquidated damages, a sum equivalent to one-tenth of one percent of the price of the unperformed portion of the Services for each day of delay based on the approved contract schedule. Once the amount of liquidated damages reaches ten percent (10%) of the total amount of contract, the ENTITY may consider termination of this Contract pursuant to GCC Clause 27.

9. No Employer – Employee Relationship:

This Agreement shall not create an employer-employee relationship between the ENTITY and the CONSULTANT, nor shall the services rendered herein be considered as government service. The CONSULTANT shall not be entitled to any and all benefits enjoyed by the regular personnel of the government.

10. Amendments:

Any amendment to this Agreement shall be made in writing and signed by the ENTITY and the CONSULTANT.

11. Settlement of Disputes:

All actions, disputes, and controversies that may arise from, or in relation to, this Contract involving but not limited to demands for the specific performance of the obligations as specified herein and/or in the interpretation of any provisions or clauses contained herein, shall, in the first instance, be settled within thirty (30) calendar days, through amicable means, such as, but not limited to mutual discussion.

Should the dispute remain unresolved by the end of the aforementioned period, the dispute shall be submitted to arbitration in the Philippines according to the provisions of R.A. No. 876, otherwise known as the "Arbitration Law" and R.A. No. 9285, otherwise known as the "Alternative Dispute Resolution Act of 2001." Whenever necessary to promote Arbitration or to seek judicial relief, the Parties agree that any legal action, suit or proceeding arising out of or relating to the Contract shall be instituted in any competent court of Pasay City, to the exclusion of other courts of equal jurisdiction.

12. 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.



13. Entire Agreement:

This contract represents the entire agreement and the attached documents shall constitute an integral part of the agreement, except as otherwise modified or amended by the mutual agreement of the parties, subject to compliance with the R.A. No. 9184 and contract review of the Office of the Government Corporate Counsel (OGCC).

14. Counterparts:

This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.


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 _____, at Pasay City, Philippines.


For the ENTITY
By:


MICHELLE NIKKI M. JUNIA
President Ad Interim

For the CONSULTANT
By:


AR. EDGARDO L. DEDEMA, JR.
Managing Partner

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department


MR. LEANDRO V. LOCSIN, JR.
Administrator & Design Consultant

ACKNOWLEDGEMENT

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

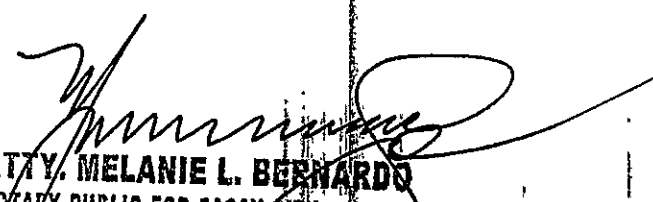
BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
MICHELLE NIKKI M. JUNIA	Drivers' License No. N03-94-157506	May 30, 2032

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

SIGNED AND SEALED on 02 JAN 2024 2023 in PASAY CITY

Doc. No. 372 ;
Page No. 76 ;
Book No. 8 ;
Series of 2028


ATTY. MELANIE L. BERNARDO
NOTARY PUBLIC FOR PASAY CITY
Commission No. 23-02, valid until 12/31/2024
315 Building, Financial Center, Pasay City
Roll of Attorneys No. 69622
P/R No. PC 8066436, Pasay City, 01/04/2023
BP O.R. No. 257734, PPLM, 01/02/2023
MCLE Exemption No. VIII-BEP002271

ACKNOWLEDGEMENT

Republic of the Philippines)
City of CITY OF MANILA) s.s.

BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
AR. EDGARDO L. LEDESMA, JR	PRC License No: 1168	February 9, 2026

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 _____ 2023 in CITY OF MANILA

JAN 25 2024

Doc. No. 93 ;
Page No. 40 ;
Book No. 29 ;
Series of 2023

ATTY. ROLAND E. LAS PIÑAS
Notary Public City of Manila
Notarial Commission No. 2023/018
Until Dec. 31, 2024
240-C.A.H. Lacson St., Samp. Mab.
Roll of Attorney No. 84035
PTR No. 0822024/JAN 3, 2023/MLA
IBP Membership No. 241.640 / 06/2022
MCLE Exempted G.B.O 1st 2023

REPUBLIC OF THE PHILIPPINES
 DEPARTMENT OF TRANSPORTATION
 LAND TRANSPORTATION OFFICE
 DRIVER LICENSE



JUNIA MICHELLE NIKKI MAGBUHAT

Sex Female, **Middle Name** NONE

Residence PHL, **Date of Birth** 1975 06 30, **Weight** 145, **Height** 150

Address
10 MULAWAN ST PACITA - SAN PEDRO LAQUINA

License No. NOS-94-147506, **Expiration Date** 2032/05/30, **Issue Date** 2024

Class 1A, **Remarks** NONE

EDGAR M. MANABAN
ADMINISTRATOR

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1. EXEMPTION

2. CONDITIONS

3. SPECIAL FEATURES

4. SECURITY FEATURES

5. SECURITY FEATURES

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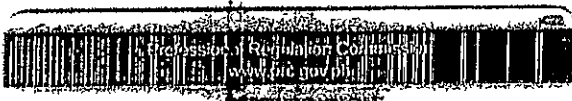
IN EMERGENCY CONTACT
 THE REGISTERED DRIVER IS NOT
 TO BE HELD RESPONSIBLE FOR ANY
 DAMAGE TO PROPERTY OR PERSONS
 ARISING FROM THE USE OF THIS
 LICENSE, UNLESS IT IS PROVEN
 THAT THE DRIVER WAS AT THE
 TIME OF THE ACCIDENT.

PROFESSIONAL REGULATION COMMISSION
PROFESSIONAL IDENTIFICATION CARD



LAST NAME ▶ LEDESMA
FIRST NAME ▶ EDGARDO JR
MIDDLE NAME ▶ L
REGISTRATION NO. ▶ 0001168
REGISTRATION DATE ▶ 12/28/1988
VALID UNTIL ▶ 02/09/2028

ARCHITECT



21-4835773

This card is the property of the Professional Regulation Commission and should be kept in a safe place. It is valid only for the holder's use and is not to be loaned, sold, or otherwise disposed of. The holder is responsible for the safekeeping of this card and for its use in accordance with the rules and regulations of the Commission.

Signature of Professional



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