



Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

AMENDMENT No. 1

In reference to the provisions agreed upon in the notarized Contract between **CULTURAL CENTER OF THE PHILIPPINES (CCP)** and **VISTA GREEN BUILDERS, INC. (CONTRACTOR)** for the Project **“MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION SYSTEMS UPGRADING, STRUCTURAL RETROFITTING AND ARCHITECTURAL RENOVATION OF THE CULTURAL CENTER OF THE PHILIPPINES MAIN BUILDING”**, a copy of which is hereto attached, the parties have agreed to amend the following:

A. Paragraph 3 – ADDRESS OF THE CONTRACTOR:

1. “Unit C-4 Building D.M. Guevarra Street, Mandaluyong City”

Correct spelling of address: “Unit C-4 Building D.M. Guevarra Street, Mandaluyong City”

B. Article 5 – DURATION:

1. Item (c) - “In the event the CONTRACTOR is unable to complete the Project for justifiable reasons, may be allowed an extension of another thirty (30) days without penalty, provided it secure the written approval from CCP before the expiration of the One Thousand Ninety-Five (1,095) Calendar Days period of the Project.”

Amendment:

“In the event the CONTRACTOR is unable to complete the Project for justifiable reasons, *the* CONTRACTOR may be allowed an extension of another thirty (30) days without penalty, provided it *secures* the written approval from CCP before the expiration of the One Thousand Ninety-Five (1,095) Calendar Days period of the Project.”

C. Article 7 – ADVANCE PAYMENT AND TERMS OF PAYMENT:

1. Renumber the succeeding items from “1) to 6)” to “(a) to (f)”, and “(a) to (d)” to “(g) to (j)”.
2. Item 6)-(b), now (h) – Spell out “CPMF”

Amendment:

“CCP’s Project Engineer/s and *Construction Project Management Firm’s (CPMF’s) Engineer/s* shall check the CONTRACTOR’s Statement of Work Accomplishment (SWA) and certify the amount to be paid to the CONTRACTOR as progress payment. Materials and equipment delivered on the site but not completely put in place shall not be included for payment;”



D. Article 8 – RETENTION:

1. Renumber the succeeding items from “7) to 8)” to “(a) to (b)”.
2. Item 8-8), now 8-(b) – “The total "retention money" shall be due for release upon final acceptance of the works and issuance of warranty bond. The CONTRACTOR may, however, request the substitution of the retention money for each progress billing with irrevocable standby letters of credit of from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to Government, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, the ten percent (10%) retention shall be made. Said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of the Government shall be valid for a duration to be determined by CCP and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third-party liabilities.”

Amendment:

“The total "retention money" shall be due for release upon final acceptance of the works and issuance of warranty bond. The CONTRACTOR may, however, request the substitution of the retention money for each progress billing with irrevocable standby *letters of credit* from a commercial bank, bank guarantees or surety bonds callable on demand, of amounts equivalent to the retention money substituted for and acceptable to CCP, provided that the project is on schedule and is satisfactorily undertaken. Otherwise, ten percent (10%) retention shall be made. The said irrevocable standby letters of credit, bank guarantees and/or surety bonds, to be posted in favor of CCP shall be valid for a duration to be determined by CCP and will answer for the purpose for which the ten percent (10%) retention is intended, i.e., to cover uncorrected discovered defects and third-party liabilities.”

E. Article 9 – WARRANTY:

1. Item (c) – “The CONTRACTOR shall comply with the laws governing employee’s compensation, Philhealth, Social Security and/or labor standard and other laws, rules and regulations applicable to its personnel employed by the CONTRACTOR on account of contracted services. The CONTRACTOR shall pay its personnel not less than the minimum wage and other benefits mandated by law.”

Amendment:

“The CONTRACTOR shall comply with the laws governing employee’s compensation, Philhealth, Social Security and/or labor *standards* and other laws, rules and regulations applicable to its personnel employed by the CONTRACTOR on account of contracted services. The CONTRACTOR shall pay its personnel not less than minimum wage and other benefits mandated by law.”



- Item (e), par. 3 – “After sales services and support during the warranty period and all reported defects shall be completely/satisfactorily repaired/replaced by the CONTRACTOR within 24 hours after receipt of a service report/call and/or written notice from CCP. The warranty also included further testing and commissioning once the Phase II of the fire protection system is completed.”

Amendment:

“After sales services and support during the warranty period and all reported defects *shall be* completely/satisfactorily repaired/replaced by the CONTRACTOR within 24 hours after receipt of a service report/call and/or written notice from CCP. The warranty also *shall include* further testing and commissioning once the Phase II of the fire protection system is completed.

- Item (k), par. 1 – “The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest therein without prior approval of CCP. The CONTRACTOR, prior to entering into a subcontract, shall secure the approval from the CCP subject to the condition that it should be less than fifty percent (50%) of the project cost.”

Amendment:

“The CONTRACTOR shall neither assign, transfer, pledge, nor subcontract any part or interest therein without prior approval of CCP. The CONTRACTOR, prior to entering into a subcontract, shall secure the approval from the CCP subject to the condition that *the subcontracted portion* should be less than fifty percent (50%) of the project cost.”

F. Article 11 – LIQUIDATED DAMAGES:

- Item (a)-4), phrase 2 – “The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay the government under the provisions of this clause and impose other appropriate sanctions.”

Amendment:

“The amount of the forfeited performance security shall be aside from the amount of the liquidated damages that the CONTRACTOR shall pay *CCP* under the provisions of this clause and impose other appropriate sanctions.

- Item (b) –renumber the succeeding letters from (f) to (j) of the SLA Table to numbers “6) to “10)”.
3. Item (b), under letter item (f) and (g) which are now renumbered to number “6)” and “7)”, correct the word numbers “one” in the second column to “two”.

G. Article 13 – OBLIGATIONS OF CCP:

Supplementary:

“CCP shall assign a full time Project Engineer to act as overall coordinator on the project.”



IN WITNESS WHEREOF, the parties have hereunto set their hands at the place and date hereunder written.

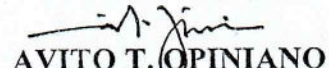
CCP

By:

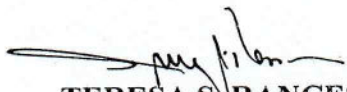

ARSENIO J. LIZASO
President

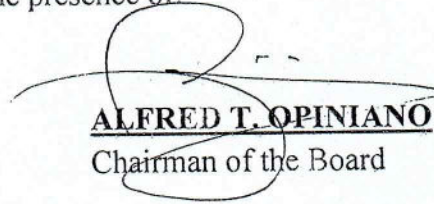
CONTRACTOR

By:


AVITO T. OPINIANO
President

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department
re


ALFRED T. OPINIANO
Chairman of the Board



ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

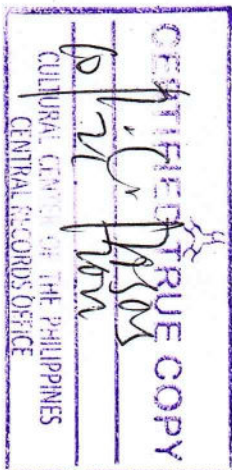
| Name | Identification Document | Expiry Date |
|-------------------|----------------------------|-------------------|
| ARSENIO J. LIZASO | Passport ID No.: P3126934B | September 7, 2029 |

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 **SEP 10 2021** 2021 in Pasay City.

Doc. No. 176 ;
Page No. 76 ;
Book No. 411 ;
Series of 2021

[Signature]
ATTY. ROCELIO B. BOLIVAR
NOTARY PUBLIC IN QUEZON CITY
AN Adm. Marker No. 294 June 21, 2021 to Dec 31, 2022
IBP O.R. No. 132134 6D 2021 & IBP O.R. No. 133076 4D 2022
PTR O.R. No. 0695112 0 1A/21 / Roll No. 33632 / FIN# 129-571-009
MCLE YF-0025503 valid from 12/15/19 Valid until 04/14/22 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.



ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

| Name | Identification Document | Expiry Date |
|-------------------|---------------------------|-----------------|
| AVITO T. OPINIANO | Passport ID No. P4219651A | August 30, 2022 |

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 SEP 10 2021 2021, in Pasay City:

Doc. No. 177 ;
Page No. 76 ;
Book No. 411 ;
Series of 2021

[Signature]
ATTY. MARICEL BOLIVAR
ATTORNEY AT LAW IN QUEZON CITY
AM Adm. No. 13213-103 2021 to Dec 31, 2022
IBP O.R. No. 13213-103 2021 & IBP O.R. No. 133076 MD 2022
PTR O.R. No. 0645112 D 1/4/21 / Roll No. 33332 / TIN# 129-871-803
MCLE YI-0929583 valid from 12/16/19 Valid until 04/14/22 Quezon City
Address: 31-F Harvard St. Cubao, Q.C.

