

Cultural Center of the Philippines
SENTRONG PANGKULTURA NG PILIPINAS

AMENDMENT No. 2

THE PUBLIC IS INFORMED

The AMENDMENT No. 2 is executed between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government-owned and -controlled corporation, existing by virtue of Presidential Decree 15, as amended, with principal office address at CCP Complex, Roxas Boulevard, Pasay City, represented by its President, **ARSENIO J. LIZASO**, duly authorized for this purpose under Board Resolution No. 025, Series of 2022, as evidence by Secretary's Certificate (Marked as Annex "A");

-and-

VISTAGREEN BUILDERS, INC., a private corporation created under and by virtue of the laws of the Republic of the Philippines, with principal office address at Unit C-4 Building D.M. Guevarra Street, Mandaluyong City represented herein by its Authorized Representative, **AVITO T. OPINIANO** duly authorized for this purpose under Board Resolution No. 21-01, Series of 2021, (Marked as Annex "B"), hereinafter referred to as the "**CONTRACTOR**".

ANTECEDENTS:

In reference to the provisions agreed upon in the notarized Contract between **CULTURAL CENTER OF THE PHILIPPINES (CCP)** and **VISTAGREEN 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,**" the parties hereby agree to amend the following provisions:

A. ITEM NO. 7 – ADVANCE PAYMENT AND TERMS OF PAYMENT

Under item letter (f) as amended in the first amendment of the Contract, which states as follows:

The CONTRACTOR shall be paid on a fixed fee, per deliverable basis, under the following schedule:

Progress Billing	Percentage of Accomplishment	Percentage of Claim
1 ST Billing	40%	40% of Total Contract Price as assessed & certified by CCP

2 nd Billing	60%	20% of Total Contract Price as assessed & certified by CCP
3 rd Billing	80%	20% of Total Contract Price as assessed & certified by CCP
Final Billing	100%	20% of Total Contract Price as assessed & certified by CCP

The Progress Payment shall be amended as follows:

"The CONTRACTOR may be paid once a month in accordance to the terms and conditions based on item number five (5) of the Annex "E" of the 2016 Revised Implementing Rules and Regulations of the Republic Act No. 9184."

B. ARTICLE 9 – WARRANTY

Under item letter (i), shall be amended from:

"The CONTRACTOR shall coordinate with CCP Project Engineer/s in the performance of their jobs."

To:

"The **CONTRACTOR** shall report directly to the **CONSULTANT** for the Project Construction Management referred to as the Construction Project Management Firm (CPMF) in the performance of their jobs.

The CONTRACTOR shall not begin the renovation works and deliver the materials intended for the renovation until the CONSULTANT is onboard. They shall provide the CONSULTANT with a reasonable time to review and check the submitted and proposed methodology or program of works, plans, bill of materials, technical specifications, and the deployment of human resources for the entire duration of the project."

C. ITEM NO. 11 – LIQUIDATED DAMAGES:

Item (b), under item No. 2), correct the phrase Section 6.3.1 to Section 6.2.1, of the TOR.

D. SPECIAL CONDITIONS OF THE CONTRACT (SCC)

The SCC shall be amended from:

GCC Clause	
.2	No further instruction.
4.1	No further instruction.
6	No further instruction.
7.2	Fifteen (15) years.

10	Dayworks are applicable at the rate shown in the Contractor's original Bid.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within thirty (30) calendar days of delivery of the Notice of Award.
11.2	(1/10 th of 1%) one tenth of one percent of the total contract price every calendar day of delay.
13	15% of the total contract price.
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The operating and maintenance manuals and As-built drawings shall be submitted thirty (30) calendar days upon completion of the project.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is equivalent to one tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay to be deducted from the final billing.


To:

GCC Clause	
2	No further instruction.
3.1	No further instruction.
6	No further instruction.
7.2	Fifteen (15) years.
10	No dayworks are applicable to the contract.
11.1	The Contractor shall submit the Program of Work to the Procuring Entity's Representative within thirty (30) calendar days of delivery of the Notice of Award.
11.2	(1/10 th of 1%) one tenth of one percent of the total contract price every calendar day of delay.
13	The amount of the advance payment is Sixty-Five Million Two Hundred Fifty Thousand Pesos (Php 65,250,000.00)
14	Materials and equipment delivered on the site but not completely put in place shall not be included for payment.
15.1	The operating and maintenance manuals and As-built Drawings shall be submitted thirty (30) calendar days upon completion of the project.
15.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required is equivalent to one tenth of one percent (1/10 th of 1%) of the total Contract Price for every calendar day of delay to be deducted from the final billing.

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

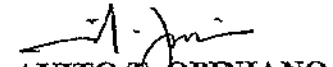
CCP

By:

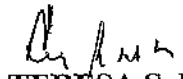

ARSENIO J. LIZASO
President *JP*


CONTRACTOR

By:


AVITO T. OPINIANO
President

Signed in the presence of:


TERESA S. RANCES
Department Manager III
Administrative Services Department
W


ALFRED T. OPINIANO
Chairman of the Board

ACKNOWLEDGEMENT

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

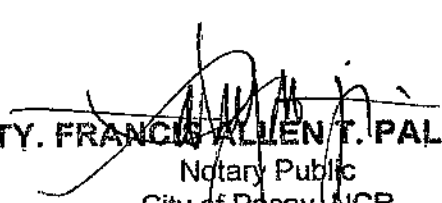
BEFORE ME, personally appeared:

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 03 MAR 2022 2022 in Pasay City.

Doc. No. 268 ;
Page No. 55 ;
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 _____) s.s.
QUEZON CITY

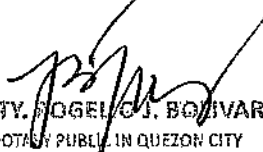
BEFORE ME, personally appeared:

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 **MAR 17 2022** 2022 in Pasay City, **QUEZON CITY**

Doc. No. 23;
Page No. 6;
Book No. XX;
Series of 2022


ATTY. ROGEL C. J. BOJIVAR
NOTARY PUBLIC IN QUEZON CITY
AM Adm. Matter No. 204 June 21, 2021 to Dec. 31, 2022
IOP O.R. No. 132114 MD 2021 & BP O.R. No. 133076 MD 2022
PTR O.R. No. 24632560 1/3/22 / Non No. 33632 / TIN# 129-871-009
MCLE VI-0029983 valid from 12/16/19 Valid until 04/14/22 Quezon City
Address: 31-F Harvard St., Cubao, Q.C.

Republic of the Philippines)
_____) S.S.

SECRETARY'S CERTIFICATION

I, JINNY LIND R. YU; of legal age, Filipino, with business address at Rizal St. Brijy. Candao, Dulag, Leyte after having sworn in accordance with law do hereby certify that -

1. I am the duly elected and incumbent Secretary of the Vistagreen Builders, Inc. for 2021, a corporation organized and existing under an in accordance with the law of the Republic of the Philippines, with principal office and place of business at the above-stated address.
2. As such, I am a custodian of the corporate records of the Vistagreen Builders, Inc. including the minutes of the meetings of the Board of Directors.
3. At the meeting of the Board of Directors held at the meeting of the Board of Directors of the company duly held on January 11, 2021 at Unit A2 Guevent Bldg., No. 90 Domingo M. Guevara St., Mandaluyong City at which meeting, a quorum was present and acted throughout, the following resolutions were adopted and approved.

BOARD RESOLUTION NO. 21-01

"RESOLVED THAT Board of Directors hereby grants an authority and full power to AVITO T. OPINIANO to do, execute and perform any and all acts necessary to participate, to submit the bid, and to sign and execute agreements in behalf of the Vistagreen Builders, Inc. for the *Proposed Mechanical, Electrical, Plumbing and Fire protection Systems Upgrading, Structural Retrofitting and Architectural Renovation of the Cultural Center of the Philippines (CCP) Main Building in Pasay City.*"

4. The foregoing resolutions have not been altered, modified or revoked and that the same are still in full force and effect.

5. I am executing this Certificate for whatever purpose it may serve.

IN WITNESS THEREOF, I have hereunto set my hand at IAN 19 2021 on this day of JANUARY TACLOBAN CITY

Jinny Lind R. Yu
JINNY LIND R. YU
Corporate Secretary
TIN 294-935-849

Attested By:

Avito T. Opiniano
AVITO T. OPINIANO
President

SUBSCRIBED AND SWORN before me this IAN 19 2021 day of JANUARY at TACLOBAN CITY affiant exhibited to me his competent Identification Card as indicated above.

Doc. No. 477
Page No. 87
Book No. 11

SERVICES OF 2021.

ATTY. EDWIN B. JOMABAO
Notary Public-Notarial Com. No. 2020-01-22
Until December 31, 2021
PTR No. 0102678/01-04-21/Tacloban City
IAP No. 123671/11-27-20/Tacloban City
Roll of Attorney No. 39792
TIN No. 136-321-877
Tacloban City

VISTAGREEN BUILDERS, INC.
AO CERTIFIED TRUE COPY
Avito T. Opiniano
AVITO T. OPINIANO
PRESIDENT

REPUBLIC OF THE PHILIPPINES)

~~MANILA CITY~~ CITY) S.S.

SECRETARY'S CERTIFICATE

I, **FRANCIS ALLEN PALIGAN**, of legal age, single, with office address at the Cultural Center of the Philippines (CCP), Legal Office, 3rd Floor, CCP Main Building, CCP Complex, Roxas Boulevard, Pasay City, do hereby declare that I am the Acting Corporate Secretary of the CCP Board of Trustees and as such, do hereby certify that in the Ad Referendum held on 02 March 2022, the Board of Trustees passed unanimously the resolution that follows:

CCP Board Resolution No. 025

Series of 2022

WHEREAS, the Office of the Government Corporate Counsel (OGCC) issued CONTRACT REVIEW NO. 112, SERIES OF 2022. In their review of the Amendment No. 2 to the contract between the CCP and the Vista Green Builders, Inc. for the project "MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS UPGRADING, STRUCTURAL RETROFITTING AND ARCHITECTURAL RENOVATION OF THE CCP MAIN BUILDING", OGCC stated therein that the said amendment to the contract can be given due course subject to OGCC's comments, suggestions, and CCP's thorough evaluation of the proposed amendments to ensure that no substantial changes to the Contract results therefrom.

WHEREAS, the OGCC also mentioned in their contract review that the CCP's Board of Trustees should issue the requisite Board Resolution approving the amendments and authorizing CCP's President to sign the final document.

NOW, THEREFORE, BE IT RESOLVED AS IT IS HEREBY RESOLVED, that the Board of Trustees in ad referendum dated March 02, 2022, approve to authorize President Arsenio J. Lizaso to enter into and sign the AMENDMENT NO. 2 to the contract between the CCP and the Vista Green Builders, Inc. for the "MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS UPGRADING, STRUCTURAL RETROFITTING AND ARCHITECTURAL RENOVATION OF THE CCP MAIN BUILDING."

Cultural Center of the Philippines
SANTONG PANGKULTURA NG PILIPINAS

This Secretary's Certificate is issued for whatever legal purpose this may serve.

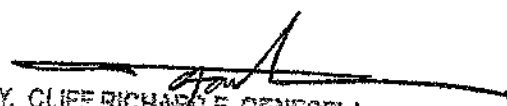
IN WITNESS WHEREOF, I have hereunto affixed my signature ^{MAR 10 2022} this 10 of _____ 2022 at Pasay City, Philippines.


FRANCIS ALLEN T. PALIGAN
Acting Corporate Secretary

^{MAR 10 2022}
SUBSCRIBED AND SWORN TO before me this ____ day of December 2021,
affiant exhibiting to me his Driver's License No. A01-15-001334, issued in Manila, NCR.

Notary Public

Doc. No. 374
Page No. 70
Book No. 72
Series of 2022.


ATTY. CLIFF RICHARD E. GENOCELA

Notary Public (Specialty of Manila)
Notary Commission No. 002-165 issued on 7-15-2003 until 10-25-2021 Manila
Under "Special Order" BM No. 0753 issued for Jan. 1 to June 30, 2021
No. 002-165 issued on 04-23-2021 until Dec. 31, 2022 Pasay City, Philippines. 490X
PUE TO REGISTRAR EN LA OFICINA DE REGISTRO DE PASAY
EN EL OFICIO DE REGISTRO DE PASAY DEL 14 DE 2021
PUE TO REGISTRAR EN LA OFICINA DE REGISTRO DE PASAY

REPUBLIC OF THE PHILIPPINES)

MANILA CITY) S.S.

SECRETARY'S CERTIFICATE

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Cultural Center of the Philippines
SINIROMG PANGKULTURANG PHILIPPINES

This Secretary's Certificate is issued for whatever legal purpose this may serve.

IN WITNESS WHEREOF, I have hereunto affixed my signature ^{MAR} this 10 ²⁰²² of _____ 2022 at Pasay City, Philippines.



FRANCIS ALLEN T. PALIGAN
Acting Corporate Secretary

MAR 10 2022

SUBSCRIBED AND SWORN TO before me this _____ day of December 2021, affiant exhibiting to me his Driver's License No. A01-15-001334, issued in Manila, NCR.

Notary Public

Doc. No. 374
Page No. 74
Book No. 212
Series of 2022.


ATTY. CLIFF RICHARD E. GENETELA
Notary Public for the City of Manila
Notary Commission No. 2021-111 from 12-15-2021 until 12-31-2023
Place: Lungsod ng Pasay No. 2713 extended from Jan. 1 to June 30, 2022
Exp. Date: 06/30/2022 issued on 04/15/2022, Exp. Date: 06/30/2022, Place: Pasay City, Philippines
PIE: 2022071 from 01/01/2022 until 06/30/2022, Place: Pasay City, Philippines
Exp. Date: 06/30/2022, issued on 04/15/2022, Place: Pasay City, Philippines
PIE: 2022071 from 01/01/2022 until 06/30/2022, Place: Pasay City, Philippines