

## RE-WATERPROOFING CONTRACT

SO THE PUBLIC MAY KNOW

This CONTRACT made and executed by and between:

**CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government-owned and controlled corporation, duly existing by virtue of Presidential Decree 15, as amended, holding office at Roxas Boulevard, Pasay City, Philippines, represented by its President, **RAUL M. SUNICO**, duly authorized for this purpose under Board Resolution L-017, Series of 2010, a copy of which is attached as Annex A.

And

**T.A.D Construction (CONTRACTOR)**, a single proprietorship, operated by **TERESITA ALQUITRAN DIAZ**, with principal office at Salvacion Street, Barangay 1 (POB), Lucena City,

### ANTECEDENTS

There is a need for the CCP to continuously maintain and/or upgrade the existing CCP Complex facilities;

The CCP needs the urgent Re-waterproofing of the Production Design Center Building Roof Deck;

On July 18, 2014, the Cultural Center of the Philippines-Bids and Awards Committee (CCP-BAC) and Technical Working Group (TWG) members conducted the emergency pre-bid conference with three (3) bidders in attendance;

At the opening of bids for the project on July 24, 2014, the CONTRACTOR submitted the lowest bid price and, and after the post evaluation by the Technical Committee of CCP BAC, the CONTRACTOR was found to have submitted the lowest responsive bid;

Under BAC resolution #2014-012 dated August 15, 2014, the CCP-BAC recommended the award of the Contract to the CONTRACTOR in the amount of P 1,094,911.02 VAT inclusive.

Accordingly, the parties agree as follows:

### ARTICLE I TECHNICAL SPECIFICATIONS AND SCOPE OF WORK

The CONTRACTOR, in consideration of the payment of a sum of money referred hereinafter to be made available by the CCP shall perform and accomplish all the necessary works and services for the RE-WATERPROOFING OF THE PRODUCTION DESIGN CENTER BUILDING ROOF DECK in accordance with the following technical specifications and scope of work:

#### I. TECHNICAL SPECIFICATIONS:

1. TOTAL AREA: 1611.27 SQ. M.

2. WATERPROOFING MATERIAL

- a. Bituminous Membrane (sheet) – 4mm. APP (slated) modified bitumen with non-woven polyester reinforced waterproofing membrane  
Coated with Granulated material

## II. SCOPE OF WORK

### 1. MOBILIZATION

Mobilization of all materials, equipment and personnel for the implementation of the project, including putting of safety signs and/or devices.

### 2. DEMOLITION

Removal of the existing waterproofing membrane on the roof deck area.

### 3. CRACK CORRECTION

- a. Clean the whole area from dust and other particles.
- b. Check the whole area from found cracks in slab.
- c. Apply seal Bond Epoxy on Cracks.

### 4. APPLICATION OF WATERPROOFING

- a. The entire area of the deck should be dirt-free to ensure tight bond the membrane.
- b. Whole area of the deck shall be applied with asphalt primer.
- c. Laying of bituminous membrane should have a good workmanship. The joints of the membrane should have 10 cm side lapping and 15 cm end lapping and must be connected perfectly so that no water will seep through.

### 5. LEAK TEST

Duration of test will be one-week time.

### 6. DEMOBILIZATION

Demobilization of equipment, excess materials and personnel on the project site immediately upon project completion/turn-over.

## III. FINAL INSPECTION / TURN-OVER

- a. Final inspection with the CCP-Administrative Services Department Project Engineer and inspector will be done upon submission of the Notice of Inspection/turnover from the contractor.
- b. All defective areas which may be found during the inspection must be corrected to the satisfaction of the CCP.
- c. The CCP will make a Certificate of Completion and Acceptance after the inspection is satisfied/completed.

## IV. CONDITION ON PROJECT IMPLEMENTATION

1. Duration of work shall be sixty (60) calendar days, excluding holidays or unworkable days due to disasters, rainy weather conditions, scheduled rehearsals/performances or similar extreme circumstances, as may be mutually agreed upon in writing by the CCP and the CONTRACTOR. The work shall start as soon as the CONTRACTOR has received the notice to proceed. The CONTRACTOR shall submit a GANNT CHART and a list of all personnel involved in the implementation of the project prior to the commencement of work.

3. All waste materials in the work areas must be disposed of by the CONTRACTOR outside the CCP Complex based on a disposal system approved by the CCP, subject to existing CCP rules and regulations.
4. Safety signs and/or devices must be installed and displayed in designated and/or conspicuous areas for public information and general safety.
5. Delivery and storage of materials intended for the project must be properly coordinated by the CONTRACTOR with CCP. Delivery and storage of materials shall be made properly to avoid inconvenience to the CCP personnel or to the public. The CCP shall designate an area to be used for storage.
6. All materials to be used in the project shall be approved by the CCP before application. Such materials should be presented first to the CCP for verification before use.
7. The CONTRACTOR shall submit to the CCP a detailed work schedule for the project, progress reports and other documents, in accordance with the government auditing and accounting rules and regulations.
8. Regular inspection shall be conducted by CCP-Administrative Services Department Project Engineer to monitor compliance by the CONTRACTOR with work specifications. All defective work determined by the CCP representative during the inspection must be corrected immediately by the CONTRACTOR at no cost to the CCP.
9. All accomplished project work shall have five (5) years guarantee/warranty from any defects due to its material and workmanship, effective on the date of Notice of Acceptance to be issued by the CCP. The CONTRACTOR shall issue a Warranty Certificate prior to Final Acceptance of the project.
10. Except for any increase of work area, all other works and requirements not expressly included in the scope of works but are absolutely necessary or are standard practices or requirements in similar installations, shall be considered integral part of the scope of works.

## **ARTICLE II CONTRACT PRICE**

For and in consideration of the faithful and satisfactory performance of the works stated in Article I hereof by the CONTRACTOR, the CCP agrees to pay the CONTRACTOR the total amount of Philippine Pesos ONE MILLION NINETY-FOUR THOUSAND NINE HUNDRED ELEVEN PESOS AND 02/100 (P1,094,911.02), inclusive of VAT.

## **ARTICLE III PAYMENTS**

1. The terms and/or mode of payment shall be in accordance with the following, to wit:
  - 1.1. Fifty percent (50%) of contract price - upon completion of Fifty percent (50%) of work requirements including submission of accomplishment reports.
  - 1.2. Fifty percent (50%) of contract price - Final billing upon completion of all work requirements and issuance of final acceptance by the CCP.
2. Final payment shall be made by the CCP to the CONTRACTOR within a reasonable period after full completion of all works subject of this agreement and upon Final Acceptance of the same to be issued in writing by the CCP and upon submission by the CONTRACTOR of its statement certifying that all taxes due from it and all obligations for materials used

4. All payments shall be subject to TEN (10) percent retention and shall only be released upon issuance of completion and acceptance and receipt of a warranty bond as stipulated in Article V pursuant to existing government accounting and auditing rules and regulations.

#### **ARTICLE V GUARANTEE**

1. The CONTRACTOR warrants that the completion of the works including any change order thereto shall be in accordance with the plans and specifications and other contract documents of this Contract. All materials to be used by the CONTRACTOR must be approved by the CCP prior to use or application.
2. The CONTRACTOR agrees to make good any defect on workmanship and its supplied material that may become evident within five (5) years from the date of the Final Acceptance of the work at no cost to the CCP.
3. The CONTRACTOR shall post a surety or guarantee bond which is callable on demand from the GSIS and/or a surety or insurance company accredited and licensed by the Insurance Commission in the amount of thirty percent (30%) of the total contract price renewable every year after the issuance of Certificate of Completion of the Project to serve as a guarantee that the CONTRACTOR will make good any defects that may be found in the project within (5) years from the Notice of Final Acceptance.

#### **ARTICLE VI COMPLETION TIME: LIQUIDATED DAMAGES**

1. The CONTRACTOR shall perform and complete the scope of work as described under Article I hereof, to the satisfaction of the CCP within Sixty (60) calendar days, excluding holidays and unworkable days due to disasters, severe weather condition or similar extreme circumstances that may affect the performance of the works under this contract as determined by the CCP.
2. Should the CONTRACTOR refuse or fail to complete the work within the stipulated time, the CONTRACTOR agrees to pay the CCP an amount equivalent to one tenth of one percent (1/10 of 1%) of the total contract amount for each calendar day of delay but in no case to exceed ten percent (10%) of the total contract amount.
3. It is understood that the damages herein provided are fixed and agreed liquidated damages and that to be entitled to such damages, the CCP shall not be required to prove that it has incurred actual damages. In case the CCP becomes entitled to the liquidated damages provided herein, it shall be authorized to deduct the amount of such liquidated damages from any money due or which may become due to the CONTRACTOR.

#### **ARTICLE VII WORK CHANGES/ADDITIONAL WORK ORDERS**

1. The CCP may, at anytime during the progress of the rehabilitation works, order changes or additional requirements in the works being performed, provided that, in such cases, any increase or decrease in the Contract Price herein stipulated shall be subject to a proportionate adjustment as may be agreed upon in writing by both the CCP and the CONTRACTOR. Provided that any change order/additional requirements made by the CCP should not exceed ten percent (10%) of the original contract price.
2. Any additional work orders which may subsequently be requested by the CCP and listed in

4. The duration of work for the project may be extended by the CCP based on the specified duration of work as called for in the change or additional work order/s, as indicated in the Notice of Change or Itemized Additional Work Order/s.
5. All additional works or changes in the scope of work shall be subject to existing government accounting and auditing rules and regulations.

### **ARTICLE VIII DUTIES AND RESPONSIBILITIES**

1. The CONTRACTOR shall supervise the mobilization of materials, equipment and personnel. It shall furnish sufficient manpower and materials for the project and shall comply with all the laws and ordinances and rules, regulations, or orders of all public and competent authorities relating to the performance of works specified herein.
2. The CONTRACTOR shall assume full responsibility for the safety, protection, security and convenience of its personnel, third parties and the public at large during the project implementation.
3. The CONTRACTOR shall provide and do everything necessary to perform its obligations under this CONTRACT according to the true intent and meaning of all the contract documents taken together, whether the same may or may not be shown or described particularly in the drawing, plans and specifications provided that the same shall be inferred there from. Should the CONTRACTOR find discrepancy in the specifications, it shall immediately refer the same to the CCP whose decision shall be final and binding upon the CONTRACTOR.
4. The CONTRACTOR shall be solely responsible for the loss or damage of any of its equipment, materials and other properties that will be left or kept within the premises of the CCP for the duration of the project.
5. The CCP shall provide the CONTRACTOR sufficient working space to facilitate work requirements, subject to existing policies and procedures of the CCP.
6. The CONTRACTOR's authorized personnel shall strictly observe the CCP's No-ID-No-Entry policy. The CCP and the CONTRACTOR shall make arrangements regarding proper identification of the CONTRACTOR's personnel for the duration of the project, including the wearing of uniforms within the work area.
7. It is hereby understood that there will be no employer-employee relationship that will be created between the CCP and the workers of the CONTRACTOR. For this purpose it shall be the main duty and responsibility of the CONTRACTOR to assure the CCP that it will comply with all the provisions of the Labor Code as well as to other laws in connection with labor/employees welfare and benefits and to future legislation(s).
8. The CONTRACTOR shall at all times be responsible and liable for the payment of all wages, salaries and benefits of its personnel assigned at the CCP and for the compliance with all labor and social legislation and the CONTRACTOR undertakes to hold the CCP free and harmless from any claim or action in this regard.

### **ARTICLE IX MISCELLANEOUS PROVISIONS**

1. Should the CONTRACTOR fail to perform any of its undertakings and obligations under this contract, the CCP may terminate this agreement without need of judicial action by giving

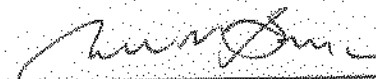
party whosoever by reason of this contract and/or its implementation or the non-observance or non-performance of law or any of the covenants herein stipulated.

- Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with the Philippine Dispute Resolution Center Inc. Arbitration Rules as at present in force. (a) The appointing authority shall be the PDRCI. (b) The number of arbitrators shall be one.

The Parties have signed this Contract on \_\_\_\_\_ at \_\_\_\_\_

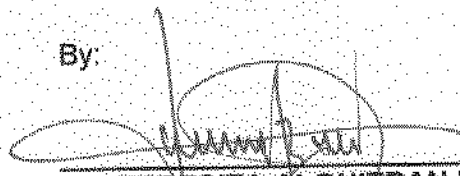
CULTURAL CENTER OF THE PHILIPPINES

By:

  
\_\_\_\_\_  
RAUL M. SUNICO, PhD  
President

T.A.D CONSTRUCTION


By:

  
\_\_\_\_\_  
TERESITA ALQUITRAN DIAZ  
Owner and Proprietor

SIGNED IN THE PRESENCE OF:

  
TERESA S. RANCES  
Department Manager III - ASD

  
RODOLFO G. DEL ROSARIO  
Vice-President for Administration

~~WITNESSES AVAILABLE~~  
  
ASUNCION E. ESmero, DBA 11/14/14  
Department manager III - FSD 8/11/14  
811 (08) P 1,094,911.02 11/14/14  
BURA 14-11-3358

**ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF LUCENA CITY )S.S.

DEC 10 2014

BEFORE ME, A Notary Public, in and for LUCENA CITY this \_\_\_\_\_ day of \_\_\_\_\_, personally appeared the following:

RAUL M. SUNICO, PhD

Passport No. EB4314339  
Expiration Date: December 21, 2016

TERESITA A. DIAZ

Passport No. EB5996175  
Expiration Date: July 19, 2017

All known to me and to me known to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their free and voluntary act and deed and that of the entities they duly represent.

Said contract refers to Re-waterproofing of Production Design Center Building Roof Deck, which consists of seven (7) pages, including the page where the acknowledgment is written, signed by the parties and their instrumental witnesses on the space provided for and on the left margin of the remaining pages and sealed by my Notarial Seal.

WITNESS MY HAND AND SEAL on the date and at the place first above written:

ATTY. RONALDO A. SALAMILLAS  
Notary Public  
UNTIL DECEMBER 21, 2015

PTR No. 0592793 1-03-14/LUCENA CITY  
IBP No. 826150 1-02-14/LUCENA CITY  
JIN No. 145-210-465/ATTY'S ROLL No. 34768  
MCLE COMPLIANCE No. V-0000461  
ISSUED ON AUG. 29, 2013

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Series of 2014

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