



CONTRACT AGREEMENT

THIS AGREEMENT made this 08 day of AUG 2024, 2024, 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, **KAYE C. TIÑGA** (hereinafter called “the **ENTITY**”);

and

PGAA CREATIVE DESIGN, a sole proprietorship, owned and operated by **AR. PAULO G. ALCAZAREN**, with principal office address at U-1404 Centerpoint Bldg. Garnet Road cor. Julia Vargas Avenue, Ortigas Center, Pasig City, (hereinafter called “the **CONSULTANT**”):

WHEREAS, the **ENTITY** intends to undertake the Full Landscape Architectural Design and Engineering Design for Liwasang Kalikasan Redevelopment to revitalize the area and create an engaging space that honors Philippine culture, arts, and nature:

WHEREAS, the **ENTITY** takes into mind that the original landscape architect of the Liwasang Kalikasan 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**, represented by Ar. Paulo G. Alcazaren, the original landscape architect of Liwasang Kalikasan, along with his team, execute the **Full Landscape Architectural Design and Engineering Design for Liwasang Kalikasan** with Contract No. BAC-CON-24-006 (hereinafter called “the **Works**”); and

WHEREAS, the **ENTITY** has accepted the offer for **ONE MILLION EIGHT HUNDRED FORTY-EIGHT THOUSAND PESOS (PHP 1,848,000.00) 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) Consultant’s Financial Proposal;
 - (b) Terms of Reference (TOR)

- (c) Mayor's/Business Permit;
- (d) Professional License/Curriculum Vitae of required key personnel;
- (e) Certificate of PhilGEPS Registration;
- (f) Income/Business Tax Return;
- (g) BAC Resolution No.005-2024
- (h) CCP Board Resolution for the approval of the TOR;
- (i) Performance Security;
- (j) Notice of Award
- (k) Notice to Proceed (NTP)
- (l) 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 **One Million Eight Hundred Forty-Eight Thousand Pesos (Php1,848,000.00) 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 **Nine (9) Months**, commencing from the date of receipt of the NTP by the CONSULTANT. This duration will exclude regular holidays and any unworkable days caused by force majeure events such as disasters, severe weather conditions, and other similar circumstances. The phasing of work is based on the following schedule:

Phasing of Work	Duration
4.1 Schematic Design (SD) Stage	One (1) Month
4.2 Design Development (DD) Stage	One (1) Month
4.3 Contract Documentation (CD) Stage	One (1) Month
4.4 Construction Monitoring (CM) Stage	Six (6) Months

During the first three stages, the CCP reserves the right to partially suspend the contract if other required consultants are not yet available or if the Notice to Proceed (NTP) to the construction company has not been issued.

6. Terms of Payment:

The payments shall be based on the following schedule:

PAYMENT SCHEDULE	PERCENTAGE
<p>(a) Advance Payment (AP) 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 CCP and of an amount equal to the advance payment.</p>	<p>15% of the Contract Price (CP) equivalent to:</p> <p>AP = Php1,848,000.00 x 15% = Php 277,200.00 Tax = Php 277,200.00 x (7%/1.12) = Php 17,325.00 Net = Php 259,875.00</p>
<p>(b) 1st Progress Billing (PB No. 1): Submission of SD – Schematic Design</p>	<p>PB No. 1 = 20% of the CP = Php 369,600.00 Tax = Php 369,600.00 x (7%/1.12) = Php 23,100.00 Recoupment of Advance Payment (RAP) RAP = 20% of (Php 259,875.00) = Php 51,975.00 Net PB No. 1 = Php 294,525.00</p>
<p>(c) 2nd Progress Billing (PB No. 2): Submission of the DD – Design Development</p>	<p>PB No. 2 = 30% of the CP = Php 554,400.00 Tax = Php 554,400.00 x (7%/1.12) = Php 34,650.00 Recoupment of Advance Payment (RAP) RAP = 30% of (Php 259,875.00) = Php 77,962.50 Net PB No. 2 = Php 441,787.50</p>
<p>(d) 3rd Progress Billing (PB No. 3): Submission of CD- Construction Documents</p>	<p>PB No. 3 = 30% of the CP = Php 554,400.00 Tax = Php 554,400.00 x (7%/1.12) = Php 34,650.00 Recoupment of Advance Payment (RAP) RAP = 30% of (Php 259,875.00) = Php 77,962.50 Net PB No. 3 = Php 441,787.50</p>
<p>(e) 4th Progress Payments (PB No. 4, 4-a to 4-c): Construction Monitoring – Monthly progress equal payment for 3 months</p>	<p>PB No. 4 = 5% of the CP = 15% = Php 277,200.00 Tax = Php 277,200.00 x (7%/1.12) = Php 17,325.00 Recoupment of Advance Payment</p>

	(RAP) RAP = 15% of (Php 259,875.00) = Php 38,981.25 Net PB No. 4 = Php 220,893.25 / 3 PB No. 4-a = Php 73,631.25 PB No. 4-b = Php 73,631.25 PB No. 4-c = Php 73,631.25
(f) 5 th and Final Payment (FP) – Submission of final report and a final statement	FP = 5% of the CP = Php 92,400.00 Tax = Php 92,400.00 x (7%/1.12) = Php 5,775.00 Recoupment of Advance Payment (RAP) RAP = 5% of (Php 259,875.00) = Php 12,993.75 Net FP = Php 73,631.25
TOTAL	Php 1,848,000.00, VAT inclusive

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

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:


KAYE C. TINGA

President

Signed in the presence of:


JOSE VICTOR M. GAITE

Vice President for Administration

For the CONSULTANT

By:


AR. PAULO G. ALCAZAREN

Owner/Proprietor PRC #0000014

Within budget:


LOURDES S. MENDOZA

Department Manager III, FSD

106029920 (08) P. 1, 248, Doc. 001
(303M Rehab)

24-07-2886

ACKNOWLEDGEMENT

Republic of the Philippines)

City of PASIG CITY) s.s.

BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
KAYE C. TINGA	Passport no.: P5561880A	January 08, 2028

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 AUG 08 2024 2024 in PASIG CITY.

Doc. No. 120 ;

Page No. 27 ;

Book No. 87 ;

Series of 2024

FERDINAND D. AYAHAO
Notary Public

For and in Pasig City and the Municipality of Pateros
Appointment No. 96 (2024-2025) valid until 12/31/2025
MCLE Exemption No. VIII-BEP003234, until 04/14/28
Roll No. 46377; IBP LRN 02459; OR 535886; 06/21/2001
TIN 123-011-785; PTR 1634583AA; 01/03/24; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ofitgas Center, Pasig City Tel. +632-86314090

ACKNOWLEDGEMENT

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

BEFORE ME, personally appeared:

Name	Identification Document	Expiry Date
AR. PAULO G. ALCAZAREN	PRC Reg. 0004003	July 26, 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 AUG 08 2024 2024 in PASIG CITY.

Doc. No. 137 ;
Page No. 27 ;
Book No. 80 ;
Series of 2024

FERDINAND D. KYAHAO
Notary Public

For and in Pasig City and the Municipality of Patros
Appointment No. 96 (2024-2025) valid until 12/31/2025
MCLE Exemption No. VHI-BFP003234, until 04/14/28
Roll No. 46377; IBP LRN 02459; OR 535886; 06/21/2001
TIN 123-011-785; PTR 1634583AA; 01/03/24; Pasig City
Unit 5, West Tower PSE, Exchange Road
Ortigas Center, Pasig City Tel.+632-86314099