

# Cultural Center of the Philippines

SENTRONG PANGKULTURA NG PILIPINAS

Contract No.: BAC-CON25-002

## CONTRACT AGREEMENT

THIS AGREEMENT made this APR 25 2025 day of 2025, 2025, by and between:

The **CULTURAL CENTER OF THE PHILIPPINES (CCP)**, a government owned and controlled corporation established by virtue of Presidential Decree No. 15, as amended, located at CCP Complex, Roxas Boulevard, Pasay City, duly represented herein by its Chairman, **JAIME C. LAYA** (hereinafter called “the CCP”);

and

**DESIGN COORDINATES, INCORPORATED**, a private corporation created under and by virtue of the laws of the Republic of the Philippines, with principal office address at **ITC (Industrial Timber Corp.) 337 Sen. Gil J. Puyat Ave. Cor. Jupiter St., Bel-Air, Makati City** represented herein by its President, **SENEN O. SALVACION** (hereinafter called the “CONSULTANT”):

CCP and CONSULTANT shall individually be referred to as “Party” and collectively as “Parties”.

### ANTECEDENTS:

**WHEREAS**, pursuant to Section 35.f.2 of Republic Act No. 120009 (Government Procurement Reform Act) and its Implementing Rules and Regulations (IRR), Negotiated Procurement may be undertaken for scientific, scholarly, or artistic work, exclusive technology, and media services, which include specialized conservation and restoration efforts for culturally significant structures;

**WHEREAS**, the Cultural Center of the Philippines (CCP), as the premier institution for promoting and preserving Philippine arts and culture, is mandated under its Charter (Presidential Decree No. 15, s. 1972) and the National Cultural Heritage Act of 2009 (R.A. 10066) to ensure the protection, conservation, and rehabilitation of its cultural properties, including the CCP Main Building;

**WHEREAS**, the CCP Main Building, designed by National Artist for Architecture Leandro V. Locsin, is a recognized cultural and architectural landmark, requiring specialized expertise in heritage conservation, structural retrofitting, and restorative methodologies to ensure the preservation of its historical and artistic integrity;

**WHEREAS**, the complexity and scope of the conservation and rehabilitation works necessitate the engagement of a Construction Project Management (CPM) Consultant with demonstrated expertise in managing heritage conservation projects, ensuring compliance with conservation principles, structural safety standards, and project timelines;

**WHEREAS**, the required services involve highly specialized knowledge in heritage conservation management, construction methodologies, cost control, risk mitigation, and coordination with various stakeholders, making them unsuitable for competitive public bidding;

**WHEREAS**, the engagement of a Construction Project Management (CPM) Consultant is essential in overseeing the proper execution of restorative works, ensuring adherence to project specifications, conservation guidelines, and international best practices for heritage preservation;



**WHEREAS**, the CONSULTANT possesses the requisite qualifications, technical expertise, and experience in managing large-scale cultural heritage conservation projects, making them uniquely qualified for the role;

**WHEREAS**, the selection of the CONSULTANT has been conducted through a transparent and justifiable process in accordance with the provisions of R.A. 12009, including the necessary market study, cost analysis, and justification of the negotiated contract ensuring compliance with procurement regulations and the best interests of the government;

**WHEREAS**, the Philippines is set to host the ASEAN Summit in 2026, a significant international event that will bring together heads of state, dignitaries, and global leaders, highlighting the country's cultural heritage and artistic excellence;

**WHEREAS**, the CCP Main Building is a key venue for cultural and diplomatic events related to the ASEAN Summit, and its timely restoration and rehabilitation are critical to ensuring its readiness to host high-profile activities in 2026;

**WHEREAS**, any delays in the implementation of the project could affect the country's preparations for the ASEAN Summit, emphasizing the urgency of engaging a qualified CPM Consultant to ensure the efficient and on-schedule completion of the works;

**WHEREAS**, the engagement of the CPM Consultant will ensure the efficient and effective implementation of the conservation and rehabilitation works for the CCP Main Building, preserving its cultural, historical, and architectural significance while ensuring that it is fully operational in time for the ASEAN Summit in 2026;

**WHEREAS**, after CONSULTANT's compliance with the Terms of Reference, conduct of verification and evaluation, including that of the submitted documents, the CCP Bids and Awards Committee finds the CONSULTANT to be legally, technically, and financially capable to provide the Construction Project Management for the Rehabilitation, Upgrading, and Conservation of the Cultural Center of the Philippines Main Building and commenced with the negotiations and subsequently recommended award of contract;

NOW, THEREFORE, in consideration of the foregoing premises, the parties hereby agree 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) Eligibility requirements, documents and/or statements;
  - (d) Board Resolution No. \_\_;
  - (e) Notice of Award and the Consultant's conforme thereto;
  - (f) Performance Security;
  - (g) Table of Organization
  - (h) Curriculum Vitae/Resume of Key Personnel
  - (i) Other contract documents that may be required by existing laws and/or the CCP or any other regulatory body concerned, whether required before or after the execution of this agreement.

## 2. SCOPE OF WORK (As per TOR):

### 1. General Project Management

The **CONSULTANT** shall provide comprehensive oversight and administration of all infrastructure and consultancy contracts related to the structural retrofitting and rehabilitation of the Cultural Center of the Philippines (CCP) Main Building. The Consultant shall ensure that the Project is executed in accordance with the approved plans, specifications, budget, and schedule, while maintaining the highest standards of quality and compliance with all applicable laws, building codes, and regulatory requirements.

The Consultant shall be responsible for the coordination and supervision of all contractors, subcontractors, suppliers, and service providers engaged in the Project. This includes, but is not limited to, the procurement of necessary permits, management of design interventions, and implementation of conservation and restoration strategies consistent with the integrity of the structure.

### 2. Responsibilities of the Construction Project Management (CPM) Consultant

The Consultant, acting as the duly authorized representative of CCP, shall be responsible for the following:

#### 2.1. Project Oversight and Compliance

- Ensure that all construction activities conform to contractual obligations, technical specifications, and governing regulations.
- Maintain and manage records, including, but not limited to, architectural and engineering plans, contracts, shop drawings, progress reports, test results, and change orders.
- Facilitate coordination among stakeholders, including architects, engineers, theater consultants, acoustical specialists, and regulatory agencies.

#### 2.2. Architectural and Structural Rehabilitation

- Supervise and manage all works related to the removal, conservation, and restoration of the CCP Main Building's finishes, including but not limited to:
- Concrete pebble wash finishes and travertine stone façade.
- Masonry work, waterproofing applications, and restoration of doors, windows, floors, walls, ceilings, and other structural components.
- Cleaning and refurbishment of building exteriors, chandeliers, and travertine tiles.

#### 2.3. Theatrical and Acoustic Restoration

- Oversee the restoration and enhancement of major performance venues within the CCP Main Building, including but not limited to:
  - Tanghalang Nicanor Abelardo (Main Theater - TNA)
  - Tanghalang Aurelio Tolentino (Little Theater - TAT)
  - Tanghalang Huseng Batute (Experimental Theater - THB)
  - Tanghalang Manuel Conde (Arthouse Cinema - TMC)
- Ensure the proper rehabilitation and installation of the following systems and components:
  - Lighting, sound, video, and data infrastructure

- Stage machinery and rigging systems
- Acoustic panels and soundproofing measures
- Theater seating, audience circulation, and safety enhancements

### 3. Pre-Construction Phase Obligations

The Consultant shall:

- Review and validate all audit reports, structural assessments, and engineering analyses prior to the commencement of work.
- Refine and finalize the project schedule, ensuring alignment with contract milestones and deliverables.
- Conduct coordination meetings with CCP, design teams, and prospective contractors.
- Assist in the procurement, bidding, evaluation, and selection of contractors, subcontractors, and suppliers.
- Establish risk management protocols, quality assurance procedures, and dispute resolution mechanisms.

### 4. Construction Phase Obligations

During the execution of construction works, the Consultant shall:

- Monitor progress and compliance with approved plans, specifications, and safety standards.
- Enforce worksite safety protocols in accordance with applicable occupational health and safety laws.
- Coordinate contractor workflows to prevent delays and disruptions.
- Review and approve all shop drawings, materials submittals, and requests for information (RFIs).
- Manage all revisions, change orders, and variations, ensuring that any modifications are properly documented and authorized.
- Track and certify contractor performance, progress billings, and adherence to contractual obligations.
- Resolve conflicts or discrepancies arising during construction, providing guidance to ensure timely completion of works.

### 5. Administrative and Project Closeout Obligations

Upon completion of the Project, the Consultant shall:

- Facilitate the securing of final permits, occupancy certificates, and regulatory approvals.
- Oversee final inspections, punch-list resolutions, and contractor performance assessments.
- Coordinate the testing, commissioning, and handover of mechanical, electrical, plumbing, theatrical, and structural systems.
- Ensure the submission of all as-built drawings, operations and maintenance (O&M) manuals, and warranties.
- Prepare and submit a comprehensive Project Completion Report, certifying the completion of work in accordance with contract terms.
- Recommend final acceptance of the Project and facilitate the release of retention payments, subject to contractual obligations and warranty provisions.

**3. CONTRACT PRICE:**

In consideration of the payments to be made by the CCP to the CONSULTANT for the Construction Project Management for The Rehabilitation, Upgrading, and Conservation of the Cultural Center of the Philippines Main Building the sum of One Hundred Three Million Four Hundred Forty Eight Thousand Four Hundred Twenty Five Pesos (PHP103,448,425.00), inclusive of Value Added Tax (VAT), the CONSULTANT hereby covenants with the CCP to execute and complete the Works and remedy any defects therein in conformity with the provisions of this CONTRACT in all respects.

**4. OBLIGATION OF THE PARTIES:**

The CCP 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 Works 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 Thousand Ninety-Five (1,095) calendar days or Thirty-Six (36) Months commencing from the date of receipt of the NTP by the CONSULTANT. This duration will exclude regular holidays or unworkable days due to force majeure such as but not limited to disasters, severe weather conditions, theater unavailability, and/or other similar circumstances, but with approval/confirmation of the CCP that such event is indeed a force majeure event.

**6. TERMS OF PAYMENT:**

The CPM shall receive equal monthly payments for the duration of the project. Payments will be made based on the agreed-upon contract value, with each installment being due at the end of each calendar month. Adjustments, if any, for additional costs or changes in scope will be handled as per the terms outlined in the contract. Payments are subject to the satisfactory completion of project milestones and submission of the necessary progress reports.

Payments shall be made only upon a Certification by the CCP President to the effect that the particular phase of the Project has been completed in accordance with the terms of this CONTRACT and have been duly accepted by CCP.

**7. LIQUIDATED DAMAGES:**

If the CONSULTANT fails to deliver any or all of the Services within the period(s) specified in this Contract, the CCP 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 CCP may consider termination of this Contract. Should the CCP decide to proceed with the Contract, then the amount of liquidated damages shall also continue to accumulate until such time that the CONSULTANT is able to complete the works or reach the milestone required.

## **8. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS**

The PARTIES acknowledge and agree to maintain strict confidentiality regarding all project-related information, including but not limited to technical specifications, financial data, and proprietary or sensitive materials. No such information shall be disclosed to any third party without the prior written consent of the CCP, except as required by law. All data and materials provided by the CCP and its consultants shall be used exclusively for the execution of the Terms of Reference (TOR) and shall not be disseminated, reproduced, or otherwise disclosed without the express written authorization of the CCP.

Furthermore, all intellectual property, including but not limited to designs, drawings, specifications, and all related documentation developed, prepared, or provided by the CONSULTANT in the course of performing its obligations under the TOR, shall be and remain the sole and exclusive property of the CCP. The CONSULTANT expressly waives any claim of ownership or proprietary rights over such materials and shall, upon request, deliver all copies thereof to the CCP.

## **9. NO EMPLOYER – EMPLOYEE RELATIONSHIP:**

This Agreement shall not create an employer-employee relationship between the CCP 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 CCP 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. 12009 and contract review of the Office of the Government Corporate Counsel (OGCC).

**14. COUNTERPARTS:**

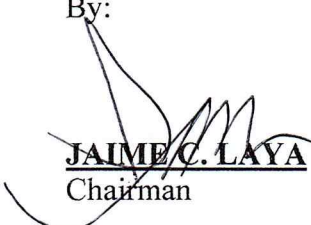
This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute the same instrument or be deemed as one agreement.

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 APR 25 2025, at Pasay City, Philippines.

For the CCP

By:


  
JAIME C. LAYA  
Chairman

For the CONSULTANT

By:

  
SENEN O. SALVACION  
President

Signed in the presence of:

  
JOSE VICTOR M. GAITE  
Vice President for Administration

  
JENNIFER C. AESQUIVEL  
Managing Director

**ACKNOWLEDGEMENT**

Republic of the Philippines)  
City of CITY OF MANILA

**BEFORE ME**, personally appeared:

Name	Identification Document	Expiry Date
JAIME C. LAYA	Passport No. P2436933B	03 July 2029
SENEN O. SALVACION	Driver's License N11-82-023701	08 May 2027

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

SIGNED AND SEALED on APR 25 2025 2025 in CITY OF MANILA

Doc. No. 326 ;  
Page No. 67 ;  
Book No. 10 ;  
Series of 2025

*Marielle Laguerta*  
**ATTY. MARIELLE JEWELLE L. LAGUERTA**  
Notary Public for City of Manila- Until Dec. 31, 2025  
Notarial Commission No. 2024-179  
Tower 3, 3K, No. 181 N. Lopez St., Ermita, Manila  
I.B.P. NO. 488207- Dec. 27, 2024 for the year 2025  
PTR. NO. 2041441- Jan. 2, 2025 at Manila  
MCLE No. VIII-0010660- Valid until 4-14-2028  
ROLL NO. 88314



**REPUBLIC OF THE PHILIPPINES**  
 DEPARTMENT OF TRANSPORTATION  
 LAND TRANSPORTATION OFFICE  
**DRIVER'S LICENSE**






**Last Name, First Name, Middle Name**  
**SALVACION, SENEN OCAMPO**

**Nationality** Sex **Date of Birth** **Weight (kg)** **Height(m)**  
 PHL M 1963/08/08 68 1.69

**Address**  
 206 ANAHAW ST. AYALA ALABANG VILL.  
 MONTILUPA CITY

**License No.** **Expiration Date** **Agency Code**  
 N11-82-023701 2027/05/08 4160

**Weight (kg)** **Eye Color**  
 51 BROWN

**Dr. Codes** **Conditions**  
 A, R, B, B1, B2 1

*Edgar C. Calvante*  
 EDGAR C. CALVANTE  
 Assistant Secretary

Signature of Licensee: *[Signature]*

N11-82-023701

2027/05/08



**I. DR. CODES**

A. MOTORCYCLE

A1. TRICYCLE

B. UP TO 4000 WGT. (ROW'S SEATS)

B1. UP TO 5000 WGT. (ROW'S OR ROWS SEATS)

B2. GOODER. 10000 WGT. (ROW'S)

C. BUSES - 20000 WGT.

D. BUS UP TO 10000 WGT. OR SHORT SEAT

BE. TRAMWAY - 3000 WGT.

DE. ARTICULATED - 30000 WGT. COMBINED WGT.

**II. CONDITIONS**

1. WEAR CORRECTIVE LENSES

2. DRIVE ONLY W/ SPECIAL EQPT FOR UPPER / LOWER LIMBS

3. DRIVE ONLY UNDER MOTOR VEHICLE ONLY

4. SAFETY BELT - ALWAYS ON

5. WEARING AND RECEIVING

Serial Number  
**305957714**



**IN ORGAN DONATIONS:**  
 UNBL. NOT DONATE ANY ORGAN

**IN CASE OF EMERGENCY NOTIFY:**  
 NAME: MALCOLM REFORMADO  
 ADDRESS: 206AT11 THE ICON RESIDENCES BGC  
 TEL. NO.: 0917796078

S.S.

S.S.

S.S.