

## CONTRACTOR FOR PROFESSIONAL SERVICES

### KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into by and between:

The **Philippine Textile Research Institute**, an agency of the Department of Science and Technology with principal address at General Santos Avenue, Bicutan, Taguig City, duly represented by its Director, Celia B. Elumba, hereinafter referred to as **DOST- PTRI**.

and

**RRRabara & Associates**, a proprietor and Contractor/Architectural Services duly organized company under the laws of the Philippines with principal address at Unit 2-3 Anonas Arcade, Anonas Avenue, Project 3, Quezon City duly represented by its Owner and Principal Architect, Architect Reuben R. Rabara, hereinafter referred to as **CONSULTANT**.

### WITNESSETH:

WHEREAS, **DOST-PTRI** desires to avail the services of a **CONSULTANT** on the "Architectural and Engineering Services for the project: One (1) Lot Professional Services for the Design & Drawing of Three (3) Projects".

1. Renovation of PICTS/TIPS/OD work spaces for conversion into updated PICTS/TIPS/OD and addition of Multifunction Textile Gallery;
2. Redesign of showroom, portion of library into updated meeting areas; and
3. Upgrading of the PTRI existing Training/Conference Room.

WHEREAS, **DOST-PTRI** awards the "Architectural and Engineering Services for the project: One (1) Lot Professional Services for the Design & Drawing of Three (3) Projects" to the **CONSULTANT** following the bidding process on "Small Value Procurement".

WHEREAS, the **CONSULTANT** has signified his willingness and acceptance to provide the necessary professional services for the three (3) projects in accordance with the terms and conditions herein provided;

NOW THEREFORE, for and in consideration of the foregoing premises and of mutual covenants herein contained, the parties hereby agree as follows:

#### A. RESPONSIBILITIES OF THE PARTIES;

##### A.1 DOST-PTRI shall:

1. Provide full information for the project;
2. Designate a representative authorized to act on its behalf with respect to the project. The **DOST-PTRI** authorized representative shall examine the documents submitted by the **CONSULTANT** and shall render recommendation pertaining thereto promptly, for the approval of the Director;
3. Furnish required support and assistance as expeditiously as necessary for the orderly progress of the **CONSULTANT** services.
4. Disburse the necessary payments to the **CONSULTANT** expeditiously upon completion of the targeted milestone outputs.

A.2 The **CONSULTANT** shall render professional services consisting generally of the following phases:

*Celia B. Elumba*

*Ciam*

Phase 1	Technical Consultation and Design Phase
Phase 2	Design Development Phase
Phase 3	Contract Development Phase
Phase 4	Construction Phase

### Phase 1 – TECHNICAL CONSULTATION AND DESIGN PHASE

The services to be rendered during the Technical Consultation and Pre-Design Phase shall include the following:

1. Consultations with the **DOST-PTRI** to ascertain the scope of the project, 2 or more different conceptual designs for selection until approval, detailed works to be done, objectives and requirements, cost estimates, and schedules;
2. Investigation of the site and the immediate vicinity for proper disposition of structures and utilities;
3. Preparation of detailed repairs and renovation studies leading to a detailed work description and concepts;
4. Preparation of preliminary architectural designs, layouts, outline specification, preliminary cost estimates, and
5. Submission to the **DOST-PTRI**, for comment and approval of detailed estimated work to be done as well as the probable construction cost of the project;

*Celia J. Blumenthal*

### Phase 2 – DESIGN DEVELOPMENT PHASE

The services to be rendered during the Design and Development Phase shall include the following:

1. Based on the approved detailed works to be done, preparation of detailed plans, designs, working drawings, specifications, detailed cost estimates and bid tender documents required for invitation to bid for the succeeding construction works;
2. Fixes and illustrates the kinds of materials, type of structures and other works as maybe required; and
3. Submission to **DOST-PTRI**, for comment, approval and authority to proceed further with the preliminary design studies as well as updated statement of the probable construction cost of the project.

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### Phase 3 – CONTRACT DEVELOPMENT PHASE

The services to be rendered during the Contract Development Phase shall include the following:

1. Prepare and develop construction or working drawings based on the approved design development documents, set forth in detail all plans, estimates and other utilities systems;
2. Prepare supplementary drawings required to suit actual field conditions; check detailed construction and as build drawings, shop and erection drawings submitted by contractor;
3. Prepare comprehensive specifications, describe types, quality, materials and finishes, manner of assembly or construction and the general condition under which the project is to be constructed;

*[Signature]*



4. Prepare the quantified bill of materials and detailed cost estimates, primarily needed for monitoring the most probable project costs;
5. Furnish **DOST-PTRI** with complete construction drawings, and comprehensive specification as necessary;
6. Inform **DOST-PTRI** of any changes or adjustments on previously approved preliminary design and estimates embodied in the contract documents and submit new design and estimates for consideration by the PTRI;

#### Phase 4 – CONSTRUCTION PHASE

The services to be rendered during the Construction Phase should include the following:

1. Verify and check quantities and qualities of materials as against approved specifications;
2. Periodic visits of at least once a week to check on the general progress of work and quality of materials and workmanship; and start-up and making report thereon;
3. Inspection of the actual construction of the project, inform **DOST-PTRI** of any defects and deficiencies or possible improvements thru the submission of a periodic report on the actual accomplishments of the projects by the contractor/s for payments, with recommendation for **DOST-PTRI** action;
4. Assist **DOST-PTRI** in the review and decision-making on money claims of the contractors related to the execution of the works before approval of progress and final billings;
5. Make final inspection and report of completed project and recommend to **DOST-PTRI** the acceptance of the completed work of the Contractor.

#### B. OTHER RESPONSIBILITIES OF THE CONSULTANT

1. The **CONSULTANT** binds himself to make necessary changes and modifications of his contract of professional services if deemed appropriate by **DOST-PTRI**;
2. The **CONSULTANT** agrees to commence work immediately, if so authorized and will continue until the final acceptance of the project on the One (1) Lot Professional Services for the Design & Drawing of Three (3) Projects”;
3. The **CONSULTANT** agrees to recommend to the **DOST-PTRI** to issue change orders subject to availability of funds on the general scope of work under the contract as Variation Order, if deemed necessary;
4. The **CONSULTANT** agrees that **DOST-PTRI** may commission others to review his documents of professional services before the approval of **DOST-PTRI**;
5. Provide to **DOST-PTRI** as-built drawings of the completed projects.

#### C. TIME OF COMPLETION

Phase I, the technical consultation and design phase, shall be completed within three (3) weeks after signing of this contract;

Phase II & III, which are the design development phase and the contract development phase, shall be completed within (2) two weeks after the approval of design concept and documents, estimate cost, specifications and other documents.

Phase IV, which is the Construction Phase, the **CONSULTANT** shall perform until the project is finally accepted by the Owner (**DOST-PTRI**) or termination of the construction project.

A fast tract method of services maybe initiated to minimize the period of cost escalation and reduce interest or charges on construction financing.

#### D. CONSULTANCY FEE

1. The Consultant's fee for the above mentioned services shall be **ONE HUNDRED TWENTY THOUSAND PESOS ONLY (Php120,000.00)**

2. The payment of the Consultant's fee shall be made as follows:

10% - upon approval of the Technical Consultation and Design Phase, a sum equivalent to Twelve Thousand Pesos Only (Php12,000.00);

20% - upon approval of the Design Development Phase, a sum equivalent to Twenty Four Thousand Pesos Only (Php24,000.00);

40% - upon approval of the Contract Document Phase, a sum equivalent to Forty Eight Thousand Pesos Only (Php48,000.00);

10% - upon the awarding of bids to Contractors, a sum equivalent to Twelve thousand Pesos Only (Php12,000.00); and

20% - upon completion of the project and final acceptance by **DOST-PTRI**, a sum equivalent to Twenty Four Thousand Pesos Only (Php24,000.00);

No final payment shall be made until the **CONSULTANT** submits to the **DOST-PTRI** a certification, attested by the End-user of the Project, to the effect that the Project activities identified herein have been satisfactorily completed and accepted. In case of default of the **CONSULTANT**, at any stage of construction, payment of the Consultant's retention fee shall be withheld.

The **CONSULTANT** agrees that there shall be no adjustments of his professional fees even if the final or actual cost of the project exceeds the given appropriations.

#### E. WARRANTY

The **CONSULTANT** binds himself to the provisions of the Revised IRR of RA9184, Sec. 42.3 Annex F, to guarantee the faithful performance of its obligations under this Contract.

#### F. TERMINATION

This **CONTRACT** shall be considered terminated based on the following conditions:

- 1) Upon full completion of the professional services.
- 2) Failure of **DOST-PTRI** and/or the **CONSULTANT** to fulfil their responsibilities stipulated under this Contract.
- 3) Violation of any other provision of this Contract by one or both parties.
- 4) By mutual agreement in writing of both parties to terminate this Contract.



## G. ARBITRATION AND JURISDICTION

The parties in this Contract hereto agree to submit a future controversy arising from this Contract to voluntary arbitration with any competent government Arbitration Council. In the event of a legal action arising from the execution of this Contract, the Parties hereto agree that the venue for the action shall be settled and/or litigated in the proper courts of the City of Taguig, Metro Manila, to the exclusion of all other courts of equal or competent jurisdiction.

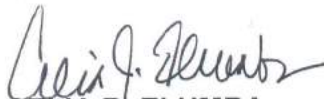
## H. EFFECTIVITY

This **AGREEMENT** shall take effect upon signing and shall be enforced until the completion of the Professional services of the **CONSULTANT** on the project.

**IN WITNESS WHEREOF**, both parties hereunder set their hands this day of \_\_\_\_\_ 2016 in Bicutan, Taguig, City.

### PHILIPPINE TEXTILE RESEARCH INSTITUTE

By:

  
**CELIA B. ELUMBA**  
Director IV

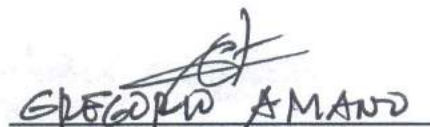
### RRRABARA & ASSOCIATES

By:

  
**Architect REUBEN R. RABARA**  
Consultant

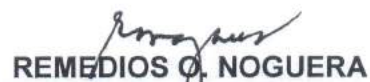
Signed in the presence of:

  
**CORAZON I. TAPULGO**  
Chief, FAD

  
**GREGORIO AMANO**

FUNDS AVAILABILITY:

  
**NELSON D. LAUNIO**  
Accountant III

  
**REMEDIOS O. NOGUERA**  
Administrative Officer V

## ACKNOWLEDGEMENT

Republic of the Philippines }  
Taguig City } S.S.

**BEFORE ME**, A Notary Public for the City of \_\_\_\_\_ this MAY 11 2016 day of \_\_\_\_\_, 2016, personally appeared the following persons;

<u>Name</u>	<u>Gov't.- issued ID</u>	<u>Date of Issue</u>	<u>Place of Issue</u>
CELIA B. ELUMBA	DE 0020475	30 June 2015	DFA
REUBEN R. RABARA	PRC008320	03 March 2016	PRC

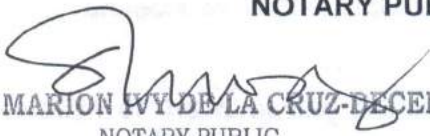
all known to me and to me known to be same persons who executed the foregoing contract for the professional services of the **CONSULTANT** on the Project; and acknowledge before me that the same are their free and voluntary act and deed and of the organization they represent.

This instrument, consisting of 6 pages, including this page on which the Acknowledgement is written, and is signed by the parties and their witnesses on each and every page thereof.

**WITNESS MY HAND AND NOTARIAL SEAL** on the date and place first above written.

Doc.No. 4106  
Page-No. 84;  
Book No. XI;  
Series of 2016.

**NOTARY PUBLIC**

  
**ATTY. MARION IVY DE LA CRUZ-DECENA**  
NOTARY PUBLIC

For the Cities of Pasig, San Juan, Pateros & Taguig  
Appointment No. 46 (2016-2017)

DOST-TAPI, Gen. Santos Ave., Bicutan, Taguig City  
Roll of Attorneys 52998

PTR No. A-2601002; 01/05/2016; Taguig City

IBP No. 1010004; 10/21/2015; Pasig City