



The United Architects of the Philippines



DACY Architects/ Planners Co.

David, Alli, Cruz & Yazon Architects & Planners Co.

Networked Land and Property Development Consulting

Unit 5 2/F No. 32 Esteban Abada St., Loyola Heights 1108 Quezon City, Metropolitan Manila, Philippines (PH)

Telefax (63)2 **426-5883** E-mail: dacyplan@gmail.com

or c/o Telefax (63)2 286-2678 or E-mail: architects_dacy@yahoo.com or at architectsdacy@gmail.com

Your Reference :

Our Reference : DEVda-RCBP5S

Date

MR. _____
Assistant Vice President
Product Planning Division
DEVELOPER (DEV)

Address

ATTENTION : _____
Senior Manager

SUBJECT : INTERIM TECHNICAL AND FINANCIAL PROPOSAL COVERING DETAILED ARCHITECTURAL PLAN AND DESIGN (DAPD) CONSULTING SERVICE (the "Basic Service")
Proposed Prototype 5,600.0 Sq.M. Five (5.0)-Storey Residential Condominium Building with Two (2.0) Basements Product (the "Project") _____ City, Metropolitan Manila Area (MMA), PH

REFERENCE : DEV Request for Proposal (RFP) sent to DACY Architects/ Planners Co. via email on _____ [and Terms of Reference (TOR) received at DACYapc by email on _____]

Dear Sir/ Madam :

Warm greetings. Based on supplied DEV information concerning the subject Project, **DACY Architects/ Planners Co.** (the "**Architect**") is pleased to submit for DEV consideration and approval this Interim Technical cum Financial Proposal (hereinafter referred to as "**Proposal**").

DACYapc or DACY Architects/ Planners Co. (which operated as SHELLINK Planners, Inc. or SPI from 1983-1994) is a Professional Regulation Commission (**PRC-registered** environmental planning firm (EPF) and is also a **registered** and **accredited** Consulting Member Firm (CMF) of the Confederation of Filipino Consulting Organizations, Inc. (COFILCO)*. The **DACYapc** Principal and Partners are all PRC-Registered and Licensed Architects (RLAs) and PRC-Registered and Licensed Environmental Planners (REnPs) and are active Corporate and/or Life Members of the United Architects of the Philippines (UAP)** and of the Philippine Institute of Environmental Planners (PIEP) respectively.

Notes: *COFILCO is the only accredited and accrediting Umbrella Organization of Filipino Consultants under the 2004 Implementing Rules and Regulations (IRR) of the Government Procurement Reform Act/ GPRA of 2003 [Republic Act (R.A.) No. 9184] and under Executive Order (E.O.) No. 278, its Implementing Rules and Regulations (IRR) and Guidelines as prepared and/or administered/ monitored by the Government Procurement Policy Board (GPPB) and/ or the National Economic and Development Authority (NEDA) Infrastructure Committee (InfraCom) respectively. **The UAP is the bonafide integrated and accredited professional organization of architects (IAPOA) under the Architecture Act of 2004 (R.A. No. 9266) and its IRR for Philippine registered and licensed Architects (RLAs) appearing in the roster/ registry of the Professional Regulatory Board of Architecture (PRBoA) of the Professional Regulation Commission (PRC), all agencies under the Office of the President of the Republic of the Philippines. The UAP is the integrated and accredited professional organization of Architects (IAPOA) under R.A. No. 9266 and is the Philippine national sector of the Union International des Architectes (UIA), the world organization of Architects and a member of the ARCASIA and the EAROPH.

Per the **RFP** issued by **DEV** (the "**Client**"), the Architect was advised to submit a Proposal to cover **Architectural** Design services. Since a major part of up to fifty eight (**58**) units of residential condominium buildings may consist of the five thousand six hundred square meter (**5,600.0 Sq.M.**) five (5.0)-storey **residential condominium building with two (2.0) basements prototype** (the "Project"), the Architect interprets this to mean the preparation of the **Detailed Architectural Plan and Design** (hereinafter referred to as "**DAPD**" for the **Prototype 5.0-storey Building with 2.0 Basements** (the "**Basic Service**") and thereafter, the **repetitive use** of the evolved **DAPD** for the **Prototype 5.0-storey Building with 2.0 Basements** for the succeeding buildings (the "**Added Service**"). The two (2.0) types of architectural services shall be collectively referred to as the "**Services**" under this Proposal.

SECTION I. - GENERAL TERMS OF REFERENCE (TOR)

The following are the general TOR used in the preparation of this Proposal:

- 1) the _____ has. planning area or project site shall be exclusively developed for a diversely **mixed** residential market together with the necessary amenities, facilities, services and utilities ("**AFSU**"), to wit:
 - a. at least ___ units of ____-storey single-detached residences [**R-1** land use per the 2004 Revised Implementing Rules and Regulations (**IRR**) of the National Building Code of the Philippines (**NBCP**) or Presidential Decree (**P.D.**) No. 1096 of 1977, which is a mandatory referral code under P.D. No. 957 and B.P. No. 220];
 - b. at least ___ units of _____-storey townhouses (**R-4** land uses per the same law/rules/regulations);
 - c. at least ___ units of ____storey condominium buildings with basement parking (**R-5** land use per the same law/rules/regulations);
 - d. separate enclaves for R-5 developments and for R-1 with R-4 developments;
 - e. minimum amenity package consisting of grand entrance gate, perimeter fence, swimming and wading pools, pocket parks with outdoor playground equipment, multi-purpose hall with administrative office and gym, outdoor multi-purpose court and gazebos for small, private picnics.
- 2) preparation of the **DAPD** for the ____-storey **prototype building with _____ basements** with an enclosed Total Gross Floor Area (TGFA) of up to _____ square meters (sq.m.) based on the _____ sq.m. footprint multiplied by ____-storeys and _____ basements (as can be gleaned from the TOR), and which may already include partially enclosed and uncovered/partially covered exterior built-up areas, and sited on a Total Lot Area (**TLA**) of _____ sq.m. (as can be gleaned from the TOR).

The following are the other interpretations of the Architect as regards the Services sought under the TOR:

- 1) that the Basic Service shall cover pre-design services through contract documentation and periodic construction supervision (PCS) services as defined under the 1979 Implementing Rules and Regulations (**IRR**) of Republic Act (R.A.) No. 1581 and R.A. No. 545, the predecessor laws of

R.A. No. 9266 (The Architecture Act of 2004); the said IRR are better known as the UAP Documents (or the Architects' National Code), particularly UAP Documents 201 and 202, which are still in effect;

- 2) that the Basic Service shall include Architectural Interiors (**AI**) but not Interior Design (**ID**), a **different** regulated professional service that may be **separately** offered by the Architect (through its Partner who is separately registered and licensed as an **Interior Designer** by the PRC), upon receipt of Client advice;
- 3) that the Basic Service shall cover the preparation of standard deliverables for a **DAPD** engagement i.e. contract documents to include **technical** specifications and **detailed** cost estimates; and
- 4) that the Client shall generally provide other specific market and technical inputs necessary for the Planner's main task of preparing the **DAPD**.

The Architect defers to the Client's choice of structural engineer ("**SE**"), sanitary engineer ("**SnE**"), electrical engineer ("**EE**"), ECE, landscape architecture ("**LA**") and interior design ("**ID**") consultants but shall be happy to refer other consultants it has worked with, should there still be need.

SECTION II.

SCOPE OF ARCHITECTURAL SERVICES AND SCHEDULE OF DELIVERABLES

The Architect's Services shall involve the following tasks:

- 1) Submission of _____ A4-size hardcopies of the **Pre-Design Report (Report No. 1)** which shall contain the following deliverables:
 - a) project description/ brief;
 - b) architectural program;
 - c) site development requirements;
 - d) compliances to applicable development/ building laws;
 - e) possible development options; and
 - f) comparable products in the market;
- 2) Submission of _____ A4-size hardcopies of the **Schematic Design Report (Report No. 2)** which shall contain the following deliverables:
 - a) updated project description;
 - b) schematic plan; and
 - c) probable project construction cost estimate.
- 3) Submission of _____ A3-size hardcopies of the **Design Development Report (Report No. 3)** which shall contain the following deliverables:
 - a) updated architectural documents i.e. plans, sections, elevations, roof plan, site development plan and perspective;
 - b) outline specifications;
 - c) updated probable project construction cost estimate.
- 4) Submission of _____ hardcopies of the **Draft and Final Contract Document Reports (Report Nos. 4A & 4B)** which shall contain the following deliverables:

- a) updated architectural documents (including detailed designs) in A1 format;
 - b) schedules of finishes in A1 format;
 - c) technical specifications in A4 format;
 - d) detailed project construction cost estimate in A4 format;
 - e) tender documents (instruction to bidders, general conditions, etc.) in A4 format.
- 5) Submission of the required number of sets of the **Tender Documents** (to be **separately billed by/ paid to the Architect at cost plus multiplier**) and which shall include the following deliverables:
- a) the required number of tender document sets; and
Very Important Note: During the tendering phase, copies of the Tender Documents for bidding purposes shall be issued by the Architect at its office to participating Contractors at an amount to be announced/ computed by the Architect. All Contractor-Bidders shall be advised that they are not purchasing the Contract Documents and are issued the same for the sole purpose of bid preparation. For plan/design ownership and protection, all Contractor-Bidders must therefore return the Tender Documents to DEV together with their bids. Contractor-Bidders who shall not or are unable to submit their tenders/ bids are still obliged to return the complete Tender Documents to DEV.
 - b) bid bulletins (on a need basis).
- 5) Submission of _____ complete sets of the **Permit Documents** which shall include the following deliverables:
- a) signed and dry-sealed Contract Documents; and
 - b) signed and dry-sealed Building Permit Application Form.
- 6) Submission of a monthly **Periodic Construction Supervision (PCS) Report** for at least _____ calendar months reckoned from Contractor mobilization; and
- 7) Transmittal of the Architect's **Punchlist Report**.

SECTION III.
PERIOD OF ENGAGEMENT, OUTPUTS AND CONDITIONS
OF THE CONSULTING SERVICE ENGAGEMENT

The Basic Service will take about _____ **WORK DAYS** to complete **i.e. production time only, excluding Client reaction time to the contracted/ transmitted deliverables and excluding PCS services during Project implementation**, and shall cover the following work phases:

- 1) _____ **WORK DAYS** for the Architect's preparation and submission of **Report No. 1**, reckoned from Client issuance of the **Notice to Proceed (NTP)**;
- 2) _____ **WORK DAYS** for the Architect's preparation and submission of **Report No. 2**, reckoned from Architect's official receipt of the **Client's comments on Report No. 1** or any other data to be released by the commissioned or designated Project Manager (**PM**) for use by the Architect in the preparation of Report No. 2, whichever comes **later**;

Very Important Note: DEV must commission, designate/ appoint a Project Manager (PM) to act on its behalf, particularly in dealing with the Architect.

3) _____ **WORK DAYS** for the Architect's preparation and submission of **Report Nos. 3A & 3B**, reckoned from Architect's official receipt of the **Client's comments on Report No. 2** or any other data to be released by the commissioned or designated **PM** for use by the Architect in the preparation of Report Nos. 3A & 3B, whichever comes **later**; and

4) _____ **WORK DAYS** for the Architect's preparation and submission of **Report Nos. 4A & 4B**, reckoned from Architect's official receipt of the **Client's comments on Report No. 3** or any other data to be released by the commissioned or designated **PM** for use by the Architect in the preparation of Report Nos. 4A & 4B, whichever comes **later**;

Excluded from the _____ work days required for the Basic Service are the following activities and deliverables related to pre-construction activities:

1) _____ **WORK DAYS** for the Architect's preparation and submission of the **Tender Documents**, reckoned from Architect's official receipt of the **Client's advice** or similar instruction/ request from the designated **PM** for reference by the Architect in the preparation of the Tender Documents, whichever comes **later**; and

2) _____ **WORK DAYS** for the Architect's preparation and submission of the **Permit Documents**, reckoned from Architect's official receipt of the **Client's advice** or similar instruction/ request from the designated **PM** for reference by the Architect in the preparation of the Permit Documents, whichever comes **later**;

Excluded from the _____ work days required for the Basic Service are the following activities and deliverables related to pre-construction activities:

1) _____ **WORK DAYS** for the Architect's preparation and submission of the monthly Periodic Construction Supervision (**PCS**) **Report**, reckoned from date and time of Architect's conduct of the on-site PCS inspection; and

Very Important Note: DEV must commission, designate/ appoint a Construction Manager (**CM**) to act on its behalf and to oversee construction on a daily basis i.e. Fulltime Construction Supervision (**FCS**).

2) _____ **WORK DAYS** for the Architect's preparation and submission of the **Punchlist Report**, reckoned from Architect's conduct of the on-site punchlist inspection with the commissioned/ designated CM and Contractor.

SECTION IV.

PROFESSIONAL FEE , BREAKDOWN AND MANNER OF PAYMENT

In consideration of the faithful performance of the Architect's offered **DAPD** services, the Professional Fee (the "**FEE**") for the Basic Service shall be in the amount of **Pesos** _____ **Only**, tax inclusive and broken down as follows:

- 1) Ten Percent (10.0%) of **FEE** or **P_____** as Mobilization component payable upon Client issuance of the Notice to Proceed (**NTP**);
- 2) Five Percent (5.0%) of **FEE** or **P_____** as component for the **Pre-Design Report (Report No. 1)**, payable upon Architect's submission of the **Report No.1**;
- 3) Five Percent (5.0%) of **FEE** or **P_____** as component for the **Schematic Design Report (Report No. 2)**, payable upon Architect's submission of the **Schematic Design Documents (Report No.2)**;
- 4) Ten Percent (10.0%) of **FEE** or **P_____** as component for **Design Development Report (Report No. 3A)** preparation, payable upon Architect's submission of the **Draft Design Development Documents**;
- 5) Fifteen Percent (15.0%) of **FEE** or **P_____** as component for **Design Development Report (Report No. 3B)** preparation, payable upon Architect's submission of the **Final Design Development Documents**;
- 6) Twenty Percent (20.0%) of **FEE** or **P_____** as component for the **Draft Contract Document Report (Report No. 4A)** preparation, payable upon Architect's submission of the **Draft Contract Documents**;
- 7) Twenty Percent (20.0%) of **FEE** or **P_____** as component for the **Final Contract Document Report (Report No. 4B)** preparation, payable upon Architect's submission of the **Final Contract Documents**;
- 8) Ten Percent (10.0%) of **FEE** or **P_____** as component for **Permit Document** preparation payable upon Architect's submission of the **Permit Documents**;
- 9) Two and One-Half Percent (2.5%) of **FEE** or **P70,000.00** as component for **Periodic Construction Supervision (PCS) Report** preparation, payable upon Architect's submission of the eighth (8th) **monthly PCS Report**; and
- 10) Two and One-Half Percent (2.5%) of **FEE** or **P_____** as component for **Punchlist Report** preparation, payable upon Architect's submission of the **Punchlist Report**.

SECTION V.

EXCLUDED CONSULTING SERVICES/ SERVICE COMPONENTS THAT MAY BE SEPARATELY OFFERED BY THE ARCHITECT TO FACILITATE DAPD PREPARATION

The quoted **FEE** excludes **Detailed Interior Design (DID)** consulting services, **Detailed Landscape Architectural Design (DLAD)** and **Detailed Engineering Design (DED)** consulting services, which can be separately offered and undertaken by the Architect and its networked consultants.

If the Architect is **separately** required by DEV to undertake **additional** PCS work on top of the **monthly** schedule for the estimated _____ calendar month construction period, the same may still be rendered by the Architect for the duration of the construction work at the cost of *per diems* of the Architect's inspectors (at **P_____** per day or fraction of a day per person, tax **inclusive**), other reimbursable costs i.e. fuel/vehicle rental (at say **P_____** a day or fraction of a day), etc. shall be charged

thereafter and shall be **separately** paid by the Client upon presentation of the covering official receipts.

SECTION V.

**ROYALTIES FOR REPETITIVE USE OF THE ARCHITECT'S EVOLVED DAPD
AND APPLICABLE INTELLECTUAL PROPERTY LAWS, ETC.**

Design royalties for the repetitive use by DEV of the evolved DAPD and/ or **PCS** services for such repetitions are also **not** covered under this Proposal. The same shall be the subject of a separate **DAPD Royalty** Proposal for the repetitive use of the Architect's evolved DAEPD.

*Very Important Note: Royalties are guaranteed under R.A. No. 8293 (Intellectual Property Code of 1997) and intellectual property rights of the Architect are guaranteed under R.A. No. 8293 and under R.A. No. 9266 (The Architecture Act of 2004) and its Implementing Rules and Regulations (IRR) particularly UAP Document 202. Please refer to **Attachment 1** for the Architect's estimated royalty compensation that may arise from the future reuse of the outputs of the Basic Service covered by this Proposal.*

Under the said laws, **ownership** of the **Detailed Architectural Plans and Designs (DAPD)** to be evolved shall be **jointly held** by DEV and by the Architect. **Copyright** to the evolved **DAPD** is however retained **solely/exclusively** by the Architect. As such the Architect must be compensated in the form of royalties for the repetitive use of the evolved **DAPD** by DEV or by other parties authorized by DEV.

While DEV shall be relatively free to use the material contained in the Architect's Reports/ deliverables (as an electronic file shall also be submitted by the Architect), the same usage is confined largely to the parameters of the Project identified. The Client may also need to take steps to help protect the Architect's **intellectual property in accordance with R.A. No. 8293 and R.A. No. 9266** e.g. mainly by **not** making the information contained in the Architect's Reports/ deliverables readily available to other architects or entities for use in other projects or endeavors that may be unrelated to the subject Project.

The foregoing stipulations also apply to this Proposal and its contents, and any future versions of this Proposal, which are all deemed **confidential** and for the Client's eyes only. The Client is specifically requested **not** to take offense at the immediately foregoing stipulations as the same are standard features of the Architect's service proposals, which are all in consonance with prevailing Philippine and international laws.

Should the foregoing terms meet the requirements of both the Project and the Client, please sign on the space provided below and return/ fax the signed copy of this page only for the

undersigned's file [c/o Telefax (63)2 426-5883 or through the following E-mail addresses: 1) dacyplan@gmail.com or 2) architectsdacy@gmail.com].

Should there be comments/suggestions from the Client concerning this **Interim** Proposal, please fax or email Your suggested amendments to the Architect. The Architect may thereafter endeavor to make a further revision on the Proposal for Your final acceptance.

Should there be matters that still need to be discussed or clarified further, please advise the Undersigned (c/o mobile _____) soonest so the necessary arrangements could be made. The Architect looks forward to the Client's comments soonest and to the subsequent official acceptance of this Proposal.

The Architect thanks the DEV for the opportunity to be of service and continues to look forward to a mutually beneficial relationship during and beyond the period of engagement.

Yours Sincerely,

DACY Architects/Planners Co.
the "Architect"

ARMANDO N. ALLÍ, *piep, fuap*
Partner & Business Manager

CONFORME:

DEVELOPER (DEV)

the "Client"

Printed Name and Signature (above)

DEV Position:

Date Signed:

file: DEVda-RCBP5S.doc

Attachment A.

Computation of Royalties* for the Repetitive Use (the "Added Service) of the Detailed Architectural Plans and Designs (DAPD) to be Evolved by DACY Architects Planners Co. (DACYpc) for the Estimated _____ Sq.M. ___-storey Residential Condominium Building with _____ Basements Prototype Development for the Proposed _____ Project

**Very Important Note: The legal bases for the payment of royalties on intellectual property are (1) Republic Act or R.A. 8293 (The Intellectual property Code of 1997); and (2) the Implementing Rules and Regulations (IRR) of the Architecture Act as originally promulgated by the Professional Regulation Commission (PRC) in September 1979, denominated as United Architects of the Philippines (UAP) Architects National Code (ANC) Document 202 (Regular Architectural Services). Upon verification with the Professional Regulatory Board of Architecture (PRBoA, under the Professional Regulation Commission or PRC), the UAP ANC Document 202 is still in force inasmuch as the updated version has not yet been approved by the National Board of Directors (NBD) of the UAP nor by the PRBoA for later promulgation by the PRC, pursuant to R.A. No. 9266 (the Architecture Act of 2004) and its IRR.*

1. **Total DAPD Fee (including Periodic Construction Supervision or PCS services) for the First (1st) _____ Sq.M. Prototype ___-storey Building to be Constructed for DEV =P_____**
2. **Total Fee (including PCS services) for the Second (2nd) _____ Sq.M. ___-storey Residential Condominium Building with _____ Basements to be constructed for DEV shall be at **eighty percent (80.0%) of P_____ = P_____****
3. **Total Fee (including PCS services) for the Third (3rd) _____ Sq.M. ___-storey Residential Condominium Building with _____ Basements to be constructed for DEV shall be at **sixty percent (60.0%) of P_____ = P_____****
4. **Individual Fee (to also cover PCS services) for the Fourth (4th) and all succeeding _____ Sq.M. ___-storey Residential Condominium Building with _____ Basements to be constructed for DEV shall be at **forty percent (40.0%) of P_____ =P_____ (each***)****

****Very Important Note: Professional responsibility (and possible criminal liability) under existing professional laws and the civil liability under Article 1723 of the New Civil Code are **separately assumed** by the Architect-of-record (Aor) who shall sign and dry-seal contract documents **for each** _____Sq.M. ___-storey residential condominium building with _____ basements to be constructed (based on the prototype). Negotiations on the Architect's computed Royalty Fees for each unit may still be done depending on the actual number of other ___-storey residential condominium buildings with _____ basements to be constructed using the original DAPD evolved by the Architect.
Nothing follows.*