**OWNER-ARCHITECT professional service AGREEMENT for**

**DESIGN-BUILD SERVICES (dbs) BY ADMINISTRATION**

**KNOW ALL MEN BY THESE PRESENTS:**

This **PROFESSIONAL SERVICE AGREEMENT** is being executed on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_ in the year \_\_\_\_\_\_\_\_\_, by and between:

**CLIENT NAME**, of legal age, single/married, Filipino, and with postal address at Client’s address, (hereinafter referred to as the “Client”)

and

**ARCHITECT’S COMPANY NAME**, represented by Architect’s Full Name as the Principal Architect/President, a Registered and Licensed Architect, duly authorized by law to practice Architecture in the Philippines, and with office/business address at Architect’s office address, (hereinafter referred to as the “Architect”)

**WITNESSETH:**

Whereas**,** the “**CLIENT”** intends to engage and avail the professional services of the **ARCHITECT** for the provision of Design-Build Services (DBS) by Administration of a PROJECT TITLE (hereinafter referred to as the “Project”); located at PROJECT ADDRESS.

Whereas, the **ARCHITECT and the CLIENT** oblige themselves to enter into an **Owner – Architect Professional Service Agreement for Design-Build Services (DBS) by Administration** for the Project.

**NOW THEREFORE,** for and in consideration of the amounts hereinafter stipulated, and of the covenants hereinafter set forth, the parties agree to the following terms and conditions:

1. **Architects Obligations.** The Architect obliges himself to provide a Detailed Architectural Design and normal basic Engineering Design Services (DAEDS) for the structural, plumbing, electrical, and mechanical systems (verify Engineering Scope):
   1. **Design** 
      1. **Project Definition Phase.** This phase involves the definition of the requirements of the project by the Client. The Architect in turn informs the Client of the project technical requirements of the project and the concomitant professional fees. In this phase, the Architect:
         1. Consults with the Client to ascertain the conceptual framework and related requirements of the project and confirms such requirements with him.
         2. Gathers relevant information and data leading to the definition of the requirements of the project, including the scope of the Architect’s services.
         3. Reviews and refines the owner’s space requirements and translates them into an architectural space program.
         4. Prepares an initial Statement of Probable Project Construction Cost (SPPCC).
      2. **Schematic Design Phase.** This phase consists of the preparation of schematic design studies derived from the Project Definition Phase, leading to conceptual plans. The Architect:
         1. Evaluates the Client’s program, schedule, budget, project site and proposes methods of project deliveries.
         2. Prepares the initial line drawings representing design studies leading to a recommended solution, including a general description of the project for approval by the Client.
         3. Submits to the Client a Statement of the Probable Project Construction Cost (SPPCC) based on current cost parameters.
      3. **Design Development Phase.** Based on approved schematics and conceptual plans, the Architect prepares:
         1. The Design Development documents consisting of plans, elevations, sections and other drawings,
         2. Outline specifications to fix and illustrate the size and character of the entire project as to type of materials, type of structural, electrical, mechanical, sanitary, and electronic and communications systems.
         3. Diagrammatic layout of construction systems, and
         4. An updated SPPCC for submission to the Client.
      4. **Contract Document Phase.** Based on the approved Design Development Documents, the Architect:
         1. Prepares the complete Contract Documents consisting of detailed designs and construction drawings, setting forth in detail the work required for the architectural, structural, electrical, plumbing/ sanitary, mechanical, electronic and communication works prepared by the Architect and the respective professionals involved.
         2. Prepares Technical Specifications describing the type and quality of materials, finish, manner of construction and the general conditions under which the project is to be constructed.
         3. Submits to the Client seven (7) sets of all construction drawings and technical specifications for the purposes of obtaining a building permit.
         4. Updates the **SPPCC** based on changes in scope, requirements and/or prevailing market conditions.
         5. Assists the Client in filing the required documents to secure approval of government authorities having jurisdiction over the design of the Project.
   2. **Construction**
      1. **Construction Phase.** In this phase, the Architect, in his/her capacity as an Administrator **or Architect in Charge of Construction (AiCC)**, performs the following:
         1. Preparation of schedule of work, program and estimates of materials, labor, transportation, equipment and services as reference for the construction.
         2. Organization and hiring of full-time site officer, construction supervisor aside from the usual construction personnel, designation of duties and remunerations. Salaries shall be drawn from the construction cost and are not deductible against the fees of the Architect.
         3. Negotiation and entering into contract with piecework contractors and evaluation of work accomplishments
         4. Procurement of materials, plants and equipment, licenses and permits
         5. Authorizing and undertaking payments of accounts
         6. Keeping records and books of accounts
         7. Negotiation with Government and private agencies having jurisdiction over the project; and
         8. Management of all other business transactions related to the project construction / implementation.
         9. Further, the Architect in his/her capacity as an Administrator or Architect in Charge of Construction (AiCC), nonetheless, shall disclose whenever required, any business investment or venture that may tend to create a conflict of interest, and ensure that such conflict neither compromises the legitimate interest of the Client nor interfere with his/her duty to render impartial judgment.
         10. Nominate to the Client an Architect on-Site and other Full-time Staff for the project. All Salaries shall be drawn from the construction cost and are not deductible against the fees of the Architect.
2. **Client or Project Owner’s Obligations.**The Client obliges himself/herself to perform the following:
   1. **Design**
      1. Provide full information as to his/her requirements for the Project.
      2. When necessary, designate a representative authorized to act on his/her behalf. Promptly examine and render decisions pertaining to documents submitted by the Architect to avoid unreasonable delay in the progress of the Architect’s work. The Client should issue orders only through the Architect.
      3. Furnish or direct the Architect to obtain at client’s expense, a certified survey of the site, giving, as may be required, topographical and/or relocation surveys covering grades and lines of streets, alleys, easements, encroachments and related information, boundaries, with dimensions and complete data pertaining to existing buildings, structures, trees, plants, water bodies, wells, excavations / pits, etc. and other improvements and full information as to the available utility / service lines both public and private; zoning compliances, clearances, deed/s of restrictions, encumbrances and annotations to titles, association guidelines and standards, and soil investigations / tests, borings and test pits necessary for determining soil and sub-soil conditions.
      4. Promptly pay for architectural and all other engineering and allied services required for the project.
      5. Pay for the design and consulting services on acoustic, communication, electronic, and other specialty systems which may be required for the project.
      6. Pay for all reimbursable expenses incurred in the project and all taxes including E-VAT (but not including income tax) that the government may impose on the Architect as a result of the services rendered in his/her capacity as the Architect of the project.
   2. **Construction**
      1. Promptly pay for all costs of materials, equipment and labor for the construction of the project. A revolving fund shall be provided to the Architect as an Administrator or Architect in Charge of Construction (AiCC). All cost of materials, equipment and labor shall be drawn from the Revolving Fund.
      2. Pay for the cost of all clearances, fees, permits and licenses required and incidental for the construction of the project.
      3. Nominate a Time Keeper and Storekeeper for the project.
3. **Work Schedule.** The duration of the Works of the Architect shall be divided as follows:
   1. **Design**
      1. **Schematic Design Phase**, for Twenty (20) Working Days (depends on the complexity of the project and should be mutually agreed schedule by the Client and the Architect) exclusive of review and approval by the Client.
      2. **Design Development Phase**, for Thirty (30) Working Days (depends on the complexity of the project and should be mutually agreed schedule by the Client and the Architect) exclusive of review and approval by the Client.
      3. **Contract Documents Phase**, for Thirty (30) Working Days (depends on the complexity of the project and should be mutually agreed schedule by the Client and the Architect) exclusive of review and approval by the Client.
   2. **Construction**
      1. Construction Phase, for One Hundred Forty-Four (144) Working Days or Six (6) Months (depends on the complexity of the project and should be mutually agreed schedule by the Client or Project Owner and the Architect in his capacity as the Architect in Charge of Construction (Aicc), commencing after seven (7) days from the date of issuance of the Building Permit and with a Notice to Proceed (NTP) from the Client and release of the first construction revolving fund as provided by the Client.
4. **Professional Fee.** The Architect’s Fee shall be as follows:

* Twenty Percent (20%) as recommended or to a minimum of Fifteen Percent (15%) of a mutually agreed upon Project Construction Cost of Php\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* Ten (10%) Recommended Professional Fee for Design Services
* Ten (10%) Recommended Professional Fee for Administration Services
  1. For the Plan / Design Phase, the Architect shall be paid by the Client for the Professional Design Services in the following manner:
     1. Upon signing of this Agreement / Contract, an amount equivalent to five percent (5%) of the agreed Total of Professional Fee shall be paid by the Client to the Architect as engagement fee or acceptance fee in the amount of Php\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
     2. Upon completion and submission of the documents under Schematic

Design Phase, but not more than fifteen (15) days after submission of the documents to the Client, the Client shall pay the Architect a sum equal to Fifteen percent (15%) of the agreed Professional Fee in the amount of Php\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

* + 1. Upon completion and submission of the documents under the Design Development Phase, but not more than Fifteen (15) days after submission of the documents to the Client, the Client shall pay the Architect a sum equal to Twenty percent (20%) of the agreed Professional Fee in the amount of Php\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
    2. Upon completion and submission of the documents under the Contract Document Phase, but not more than fifteen (15) days after submission of the documents to the Client, the Client or Project Owner shall pay the Architect a sum equal to Sixty percent (60%) of the agreed Professional Feein the amount of Php\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  1. Prior to the start of the construction and upon receiving the Notice to proceed (NTP) from the Client, the Client shall pay the Architect and/or Architect in Charge of Construction (AiCC), Twenty Percent (20%) of the Administration Services fee in the amount of Php \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
  2. During the Construction, the Eighty Percent(80%) balance in the Administration Services Fee shall be paid by the Client to the Architect and/or Architect in Charge of Construction (AiCC), for the Administration Services in the following manner:
     1. By progress billing, proportional to the percentage of progress of completion of the construction work.

1. **Construction Fee (or Project Construction Cost (PCC)).** The Architect, in his/her capacity as the Architect in Charge of Construction (AiCC), shall construct and manage the project based on the PCC submitted after the Contract Documents Phase.
   1. Project Construction Cost shall mean the amount of the completed building to the Owner, including the structure, plumbing/sanitary and electrical fixtures, mechanical equipment, fire protection system, communications and electronic system, elements attached to the building and all items indicated in the plans, designs, drawings and specifications prepared by the Architect and his consultants. The cost of materials used and the labor for their installation are part of the PCC. If these items are furnished by the Client below its market cost, the cost of the material and labor shall nonetheless be computed on the basis of the current and fair market value costs.
   2. Upon receiving the Notice to Proceed with the Construction, the Architect, in his/her capacity as Architect in Charge of Construction (AiCC), shall be provided by the Client in the following manner:
      1. Thirty Percent (30%), as initial fund, the amount of which, shall serve as the Project’s Construction Revolving Fund (PCRF).
      2. The Construction Fund and Disbursement Report will be submitted monthly, subject to Owner’s approval and reimbursement of disbursed amount.
2. **Change Orders**
   1. During the Design, if the Architect renders additional professional services due to changes ordered by the Client after approval of the Architect’s outputs, the Client shall pay the Architect for extra time, resources/ drafting, or other office expenses.
   2. During the Construction, any additional professional services due to the changes ordered by the Client, shall, in addition to the amount in the previous section, incur fees corresponding to the Architect’s Administration services as Architect in Charge of Construction (AiCC).
   3. Notwithstanding the foregoing, during the Construction, the Client shall be liable for the additional costs in the PCC due to changes ordered.
3. **Owner-Supplied Materials (OSM)**
   1. Owner-Supplied Materials shall refer to the items to be furnished by the Client during Construction. Such fact shall be made known to the Architect at any time prior to the purchase of the item. Corresponding labor cost shall be charged to the Client.
   2. OSMs delivered to the site shall be inventoried, and the conditions of which shall be verified by the Client.

1. **Substitutions**
   1. During Construction, the Architect, in his capacity as both an Administrator and/or Architect in Charge of Construction (AiCC), may propose alternative items in lieu of the original, which may only be implemented with the approval of the Client.
   2. Regardless of the amount of the substitute item, corresponding adjustment to the PCC shall be made.
2. **Protection of Work and Property**
   1. The Architect, in his/her capacity as both an Administrator and/or Architect in Charge of Construction (AiCC), shall put up and shall continuously maintain adequate protection of all his work from damage and shall protect the Client’s property, as well as all materials furnished and delivered to him by the Client.
   2. The Architect as both an Administrator and/or Architect in Charge of Construction (AiCC) shall adequately protect the adjacent property/s as required by law.
   3. The Architect as both an Administrator and/or Architect in Charge of Construction (AiCC) shall likewise take all necessary precautions for the safety of employees and workmen on the work, and the comply with all applicable provisions of city, municipal and national safety laws and building codes and all government rules and regulations, to prevent injury to persons on about or adjacent to the premises where work is being performed.
3. **Work Suspension or Abandonment**
   1. During the Design, if the work of the Architect is abandoned or suspended in whole or in part, the Client shall pay the Architect for the services rendered corresponding to the amount due at the stage of suspension or abandonment of the work.
   2. Once the Architect has prepared all these documents, the Architect has completed the Detailed Design and Contract Documents Phase of his/her services, which is equivalent to ninety percent (90%) of his/her work, regardless whether the project is constructed or not. When the Client therefore fails to implement the plans and documents for construction as prepared by the Architect, the Architect is entitled to receive as compensation the sum corresponding to ninety percent (90%) of the Architect’s fee.
   3. During the Construction, if the Client abandons or suspends the project, in whole or in part, the Client or Project Owner shall

pay the Architect and/or Architect in Charge of Construction (AiCC) for the administration services rendered proportional to the percentage of progress of completion.

* 1. Notwithstanding the foregoing, during the Construction, the Client shall be liable for the costs of materials and labor actually acquired and rendered.

1. **Different Periods of Construction** 
   1. If portions of the building/s are erected at different periods of time, thus increasing the construction period and Architect’s burden of services, charges pertaining to Administration services rendered during the Construction Phase shall be adjusted proportionately. When the suspension of construction exceeds a period of six (6) months, the fee for the remaining works shall be doubled.
   2. On the other hand, the Architect shall adjust the PCC if the suspension of construction exceeds a period of six (6) months upon the instance of the Client.
2. **Project Delay**
   1. It is understood that time is an essential feature of the Agreement/Contract.
   2. During the Construction, if the Architect, in his/her capacity as both an Administrator and Architect in Charge of Construction (AiCC), failed to complete the Project within the agreed Schedule due to his/her fault or negligence, he/she shall be liable to indemnify the Client of liquidated damages at the rate of ten percent (10%) of one percent (1%) of the amount indicated in the PCC for every day of delay. The Client or Project Owner shall be entitled to deduct any liquidated damages due from any amount due or that may become due to the Architect and/or Architect in Charge of Construction (AiCC) or his/her surety.
   3. Upon failure of the Client to provide the replenishment of the revolving fund for approved construction funds and disbursements report, the Architect, in his/her capacity as both an Administrator and/or Architect in Charge of Construction (AiCC), shall have the right to suspend performance of the Work
3. **Force Majeure (Fortuitous Event)**
   1. Neither party shall be responsible nor be held liable for failure to comply with respective obligations, for those events which could not be foreseen, or which, through foreseen, where inevitable. It includes act of God, i.e. earthquakes, storms, floods, epidemics, fires, etc. It also includes act of man, i.e. armed invasion, attack by bandits, governmental prohibitions, robbery, etc.
   2. Notwithstanding the foregoing, force majeure does not apply when there is fraud, negligence, delay, or violation of the Agreement / Contract prior to, or concurrent with, the fortuitous event.
4. **Defect in Workmanship**
   1. Defect is a condition of any item or work which destroys or lessens its value or fitness for its ordinary or stipulated use. It does not cover the normal wear and tear of the item or work, nor its natural and reasonable breakdown.
   2. During the Construction, but before the final acceptance of the work, the Client may condemn any defective items, defects on the material furnished by the Contractor, or works, which the Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), shall immediately remove, replace and/or redo in accordance with the approved design and in accordance to the Client or Project Owner’s request and cost.
   3. Acceptance of the item or work by the Client relieves the Architect and/or Architect in Charge of Construction (AiCC) of liability for any defect, unless the defect is hidden. If the defect is hidden, the action to rectify the same must be brought up within six (6) months from the turnover, unless when there is fraud.
5. **Use of Completed Portions of Work**
   1. The Client may take possession of and use any completed or partially completed portion of the Work, although the time for completing it or portions thereof may not have expired; but such taking of possession and use shall not be deemed an acceptance of any work not completed in accordance with the Agreement/Contract. Neither shall it be deemed a waiver by the Client of the right to claim damages due to delay in the completion of the Work.
6. **Completion of Work**
   1. Upon substantial completion of the construction work, the Architect, in his/her capacity as Administrator and/or Architect in Charge of Construction (AiCC), shall inspect the completed work. Substantial completion shall mean that the value of the work completed shall not be less than ninety five percent (95%) of the amount in the PCC, and that the remaining unfinished work shall be of a minor nature only and not prevent the normal use of the completed portion. The Architect, in his/her capacity as both an Administrator and/or Architect in Charge of Construction (AiCC) shall issue a Certificate of Substantial Completion in respect to the completed work to the Client.
   2. The Certificate shall contain an undertaking by the Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), to finish the remaining outstanding work within a period of not more than sixty (60) calendar days counted from the date of the issuance of the Certificate of Substantial Completion to the Client.
   3. All claims for rectifications of defects must be made within six (6) months from the date of acceptance of the Work.
   4. No liquidated damages for delay beyond the Completion Time shall accrue after the date of substantial completion of the Work.
7. **Adjustment of Prices**
   1. There shall be added to or deducted from the Construction Fee such sums affecting the execution of the Work caused by any of the following
      1. an event of force majeure including abnormal changes in costs of materials;
      2. increases in labor costs mandated by law or wage order;
      3. increase in the cost of oil; and
      4. the deterioration of peace and order.
   2. Adjustment of prices due to escalation or reduction of costs of executing the Work shall be made using a parametric formula to be agreed upon by the parties. Such adjustment shall be made to provide equitable relief to both the Client and the Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), allowing neither to gain nor to lose by such fluctuation. Adjustment of the Project Construction Costs due to escalation shall be for the sole purpose of accommodating the increase in the direct cost of its labor and materials used for the Work, plus value-added tax.
   3. Unless the parties agree otherwise, the Project Construction Cost shall be adjusted, not oftener than once a month, due to increase or decrease of the direct cost of labor and materials of more than five percent (5%) of the original Contract unit prices of the relevant items of work.
8. **Extension of Time**
   1. The Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), shall be entitled to an equitable adjustment of Completion Time where the Architect and /or Architect In Charge of Construction (AiCC), is obstructed or delayed in the prosecution or completion of the Work by:
      1. the act, neglect, delay or fault of the Client, or any other specialty/subcontractor employed by the Client on the Work;
      2. third-party strikes or lockouts or strikes by employees other than the Architect’s and /or Architect In Charge of Construction (AiCC), employees or a lockout by an employer other than the Architect and/or Architect In Charge of Construction (AiCC);
      3. an act of God or *force majeure*;
      4. unsuitable weather conditions which render the work impracticable or impossible or which slow down the prosecution of the Work;
      5. peace and order conditions;
      6. changes ordered or authorized by the Client or authorized under the Agreement / Contract; and
      7. delay authorized by the Client pending arbitration of an unresolved dispute between the Client and the Architect and/or Architect In Charge of Construction (AiCC) or vendors, suppliers, specialty / sub-contractors involved in the project.
   2. For delay caused by (ii), (iii), (iv), (v) and (vi) of this Section, the Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), shall within fifteen (15) days from the occurrence of the event which caused the delay, notify the Client or Project Owner and the Client shall, not later than fifteen (15) days from receipt of such notice, give the former an equitable adjustment of the Completion Time. The failure of the Client to respond to the Architect and/or Architect In Charge of Construction (AiCC) or to give an equitable adjustment of the Completion Time shall be deemed an approval by the Client of the adjustment requested
   3. For delay caused by (i) and (vii), and in default of an agreement between the Owner and the Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), the latter shall be entitled to an adjustment of Completion Time equal to the delay caused by such factor/s.
   4. Delay in the release of the construction revolving fund Client shall automatically extend the Completion Time by a period equal to the delay.
9. **Project Termination**
   1. Any party may terminate this Agreement / Contract, upon fifteen (15) days written notice, in the event that one of the parties fails to perform, in whole or in part, any of the obligations stipulated in this Contract, without prejudice to the remedies available to the parties by law.
10. **Liability Insurance**
    1. The Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), shall advise the Client to secure and maintain an insurance from an insurance company acceptable to the Client to protect himself, his/her sub-contractors, and the Client from claims for bodily injury, death or property damage which may arise from construction works stipulated under his/her Contract.
11. **Guarantee-Warranty**
    1. The Architect, in his/her capacity as both an Administrator and/or Architect In Charge of Construction (AiCC), shall, in case of work performed by its Specialty/Sub-Contractors and where guarantees are required, secure guarantees from said Vendors, Specialty/Sub-Contractors and deliver copies of same to the Client upon completion of work. The term *guarantee* shall include warranty.
12. **Interpretation of Agreement / Contract and Contract Documents**
    1. In case of conflict between the provisions of this Agreement /Contract or of any Contract Document (i.e. Drawings, Specifications, etc.), or between the provisions of one of the Contract Documents and the provisions of another Contract Document, or in case of discrepancy, defective description, error or omission in the Contract, the following rules shall be followed:
       1. The Agreement and the Contract Documents shall be taken as mutually explanatory of one another.
       2. The provisions of the Civil Code of the Philippines on the interpretation of contracts and of the Rules of Court on the Interpretation of Documents shall be applied.
       3. Where the conflict between or among the provisions of the Agreement /Contract and/or the Contract Documents cannot be resolved by (i) and (ii), it shall be understood that:
          1. the Detailed Drawings shall prevail over the General Drawings;
          2. (words and figures shall prevail over the Drawings;
          3. words shall prevail over figures in Contract Documents; and
          4. written dimensions shall prevail over measured dimensions.
       4. Where the conflict cannot be resolved by applying (iii) or where (iii) does not apply, the conflict shall be resolved by giving precedence to the Agreement / Contract or to provisions of a Contract Document higher in order of priority among the various documents which comprise the Contract. The order of priority among these documents shall be as follows:
          1. Agreement / Contract, as modified by Notice of Award
          2. Specification
          3. Drawings
          4. Other Contract Documents
       5. Where there is discrepancy, defective description, error or omission in any Contract Document, the Contract Documents shall be interpreted as being complementary to each other
       6. The apparent silence of the Drawings, Specifications or any other Contract Document as to any detail, or the lack of detailed description concerning any part of the work, shall be understood to mean that good and accepted construction practice in accordance with the usage or custom of the place shall be followed.
13. **Copyright or Ownership of Documents** 
    1. All designs, drawings, models, specifications and other contract documents and copies thereof, prepared, duly signed, stamped and sealed and furnished as instruments of service, are the intellectual property and documents of the Architect, whether the work for which they were made is executed or not, and are not to be reproduced or used on other work except with a written agreement with the Architect.
14. **Arbitration**
    1. Any dispute, controversy, difference or claim arising out of or in relation to this Agreement / Contract, including any question as to the interpretation, implementation, existence, validity, breach or termination thereof or as to any non-contractual obligation arising out of or relating thereto, shall be referred to and finally resolved by arbitration, as an alternative mode of settling disputes.
15. **Severability**
    1. If any provision of this Agreement / Contract or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement / Contract, and the application of such provision to persons or circumstances other than those to which it is held invalid and unenforceable, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.
16. **Suppletory Application of the** **2010 PRBArc Standards of Professional Practice (SPP) 202 and 207.**
    1. The provisions of this Agreement / Contract shall primarily govern the relations of the parties. The provisions of the Standards of Professional Practice, however, shall apply in a suppletory character.

**In witness where of,** we have hereunto set our hands this\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,2024.

Signed:

(sgd)

Mr. Juan Dela Cruz

Client or Owner

(sgd)

Arch. \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Architect and /or Architect In Charge of Construction (AiCC)

Witnesses

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**Acknowledgment:**

Republic of the Philippines )

Quezon City )

Before me, this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2024 in Quezon City, personally appeared :

**NAME TYPE OF ID/ ID NO. DATE/PLACE ISSUED**

Mr. Juan Dela Cruz

Arch. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Known to me and to me known to be the same persons who executed the foregoing instrument, consisting of 13 page/s, including the page on which this acknowledgement is written, and who acknowledged to me that the same is their free act and deed.

In witness whereof, I have set my hand and affixed my notarial seal.

**NOTARY PUBLIC**

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