



Republic of the Philippines  
 DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**CENTRAL OFFICE**  
 Manila



007.7 DPWH  
 03-25-2024

25 MAR 2024

DEPARTMENT MEMORANDUM )

CIRCULAR NO. 17 )  
 Series of 2024 Am 3/25/2024 )

FOR / TO : SENIOR UNDERSECRETARY  
 UNDERSECRETARIES  
 ASSISTANT SECRETARIES  
 REGIONAL DIRECTORS  
 BUREAU DIRECTORS  
 SERVICE DIRECTORS  
 HEADS OF UPMOs  
 DISTRICT ENGINEERS  
 HEADS OF ATTACHED AGENCIES  
 OTHERS CONCERNED  
 This Department

For information and guidance, attached is a copy of **DPWH-CHED Joint Memorandum Circular (JMC) No. 01, series of 2024**, signed by Secretary Manuel M. Bonoan and Chairman J. Prospero E. De Vera III, with the subject: **"GUIDELINES ON THE IMPLEMENTATION OF FY 2024 GENERAL APPROPRIATIONS ACT SPECIAL PROVISION NO. 5 ON STATE UNIVERSITIES AND COLLEGES (SUCs) INFRASTRUCTURE PROJECTS"**.

A copy of the said Joint Memorandum Circular may also be downloaded from the DPWH website: <http://dpwhweb>. If an office cannot access the DPWH website, a hard copy may be obtained from the Records Management Division, HRAS, upon request.

For dissemination to all concerned.

**Atty. MICHAEL S. VILAFRANCA, CESO III**  
 Officer-in-Charge  
 Office of the Assistant Secretary for Support Services

Encl: As stated

cc: Office of the Secretary

10.1.4 JVL/CDP/GME

Website: <https://www.dpwh.gov.ph>  
 Tel. No(s): 5304-3000 / (02) 165-02





Republic of the Philippines  
**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**  
**COMMISSION ON HIGHER EDUCATION**

**DPWH-CHED Joint Memorandum Circular No. 01, series of 2024**  
March 19, 2024

**FOR :** **OFFICIALS OF THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, COMMISSION ON HIGHER EDUCATION, STATE UNIVERSITIES AND COLLEGES AND ALL OTHERS CONCERNED**

**SUBJECT :** **GUIDELINES ON THE IMPLEMENTATION OF FY 2024 GENERAL APPROPRIATIONS ACT SPECIAL PROVISION NO. 5 ON STATE UNIVERSITIES AND COLLEGES (SUCs) INFRASTRUCTURE PROJECTS**

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### **I. PURPOSE**

This Joint Memorandum Circular (JMC) is issued to implement the following Special Provision No. 5 of the FY 2024 General Appropriations Act (Republic Act (RA) No. 11975) relative to State Universities and Colleges (SUCs) Infrastructure Projects:

"SUCs Infrastructure Projects. The Department of Public Works and Highways (DPWH) shall implement the infrastructure projects of SUCs exceeding Five Million pesos (P5,000,000).

The DPWH shall ensure that the implementation of this provision strictly conform to the general special provisions of this Act. Funds intended for the aforementioned projects shall be directly released to DPWH. The CHED and DPWH shall issue the necessary guidelines to implement this provision."

### **II. SCOPE AND APPLICATION**

This JMC shall apply to the infrastructure projects of SUCs exceeding Five Million Pesos (P5,000,000.00), included in the FY 2024 GAA, which shall be directly released to the Department of Public Works and Highways (DPWH). These infrastructure projects include the construction, completion, rehabilitation, renovation, upgrading or repair of buildings.

These projects shall be implemented by the DPWH Regional Offices (DPWH ROs).

### **III. IMPLEMENTABLE PROJECTS**

Only those projects compliant with the requirements set by this Guidelines, as determined by the **Joint Validation** of each respective DPWH Regional Office (RO) and SUC concerned, shall be implemented.

#### **IV. SUBMISSION OF DOCUMENTS OF PROJECTS AS LISTED IN THE FY 2024 GAA**

The SUCs shall submit to the DPWH RO the proposed Detailed Architecture and Engineering Design (DAED) if already available, and all other project documents necessary to facilitate the implementation of the identified Infrastructure Projects covered by this JMC. In addition, the SUC shall be responsible in providing documents for site ownership, and assist the DPWH in the acquisition of the necessary permits, for the implementation of the projects.

All of these documents should be submitted promptly to the DPWH RO.

#### **V. SUC Infrastructure Project Regional Monitoring Team (SIPRM)**

An SUC Infrastructure Project Regional Monitoring Team (SIPRM) shall be created and composed of the following:

- a) Two (2) Representatives from the respective SUC; and
- b) Two (2) Representatives from the DPWH RO.

The SIPRM shall conduct all validations as covered in this Guidelines.

#### **VI. MEMORANDUM OF AGREEMENT BETWEEN DPWH RO AND SUC**

The DPWH RO and the SUC shall enter into a Memorandum of Agreement (MOA) for every implementable infrastructure project covered by this JMC.

#### **VII. PROCEDURE FOR THE DPWH IMPLEMENTATION OF SUC INFRASTRUCTURE PROJECTS**

- A. The DPWH RO shall initiate the request to enter into Memorandum of Agreement (MOA);
- B. DPWH RO and concerned SUC shall conduct Initial Joint Validation per DPWH Unnumbered Memorandum dated February 7, 2024 to identify implementable projects using the prescribed format (please see **Annex A**);
- C. The parameters for the verification of the project to be deemed implementable shall be based on the favorable evaluation results/findings of the DAED, soil test (if necessary), availability of buildable space, site improvements (if needed), scope of work, estimated cost, and other parameters that the DPWH RO and SUC may identify;

Negative result/findings of the Initial Joint Validation shall be deemed the project unimplementable which shall be signed by the DPWH Regional Director (RD) and concurred by the SUC President. The DPWH RD shall provide copy of the said document to the Office of the Undersecretary for Operations in-charge of Convergence Projects (OUOCP). Likewise, the SUC shall inform its Board of Regents/Trustees, for information and action, and the CHED Office of Institutional Quality Assurance and Governance (CHED OIQAG), for consolidation and reference;

- D. Based on the said validation, only the projects identified as implementable shall be allowed to proceed for the submission of the Request for Authority to Enter into MOA to the DPWH Secretary using the prescribed format (please see **Annex B**);



- E. The DPWH RO, through the OUOCP, shall request authority from the DPWH Secretary to enter into a MOA with a specific SUC to implement infrastructure project/s covered by this JMC. The request shall include the following:
1. Draft MOA, as provided in this Guidelines;
  2. Annex "A" – Initial Joint Validation Report signed by the DPWH RD and SUC President per DPWH Unnumbered Memorandum dated February 7, 2024;
  3. Annex "B" – Certification from of Availability of Conceptual Plans from the SUC (if any);
  4. Annex "C" – Consolidated Right-of-Way and Lot Ownership Certification from SUC (if any);
  5. Annex "D" – Consolidated Outside of Hazard Areas, No Build Zones, and Protected Areas Certification (if any/applicable) from DPWH RO;
  6. Annex "E" – Certificate of No Pending Payments and/or Arrears to the Local Electric Cooperative/Corporation from SUC;
  7. Annex "F" – Certificate of Availability of Funds from DPWH RO.

The request for authority shall be recommended by the OUOCP to the DPWH Secretary upon review of the completeness of the documents as attached in the request by the DPWH RO.

No MOA shall be entered into by the DPWH RO without prior authority from the DPWH Secretary pursuant to DPWH Order No. 14, s. 2024.

- F. The SUC President shall seek from the SUC Governing Board authority to enter into MOA with the DPWH RO. The SUC Governing Board shall issue a Board Resolution to this effect, and also indicate the delegated authority for the SUC President to designate SUC representatives to monitoring team.
- G. Upon receipt of their respective authorities to enter into a MOA, the DPWH RO, represented by the DPWH Regional Director (DPWH RD), and the SUC, represented by the SUC President, shall sign the MOA (please see **Annex C**).
- H. The DPWH RO shall prepare and approve the Final Detailed Architectural and Engineering Design (DAED) plans, based on the submitted DAED of the SUC, DPWH Design Standards, and other pertinent codes and laws, for the SUC's concurrence. Likewise, the DPWH RO shall conduct cost estimation of the project in accordance with the existing DPWH orders, guidelines, policies, rules and regulations;
- I. The Final DAED Plans and Program of Works (POW) should be approved by the RD and concurred by the SUC President and kept and filed in the DPWH RO;
- J. The DPWH RO shall furnish to OUOCP the full list of SUC Projects with signed MOA;
- K. The DPWH RO shall prepare monthly status report reflecting the progress of the implementation of each project. Likewise, the DPWH RO shall prepare and approved Variation Orders (if any) and shall be concurred by the SUC which copies shall be submitted to the OUOCP and respective SUC copies;
- L. The RO shall submit to the OUOCP and respective SUC copies of the Final Completion/Final Acceptance Inspection Report and turnover documents approved by the Regional Director and concurred by the SUC President for every completed projects.



- M. The SUC shall furnish a copy to the CHED Chairperson, through the CHED OIQAG, all the documents in items K and L for reference.

### VIII. TURN-OVER OF PROJECTS

- A. The DPWH RO, after the issuance of the Certificate of Completion to the contractor shall turn-over the completed project to the SUC.
- B. The SUC, upon its acceptance, using the prescribed Turn-Over documents format (Certificate of Turn-Over and Acceptance and Project Completion and Turn-Over Report), shall assume responsibility on the custody, security, and operation of the turned-over structure/project (please see **Annex D**)
- C. The DPWH RO shall submit to the OUOPCP and to the SUC copies of the Final Completion/Final Acceptance Inspection Report and turnover documents approved by the DPWH RD and concurred by the SUC President for every completed project.
- D. The SUC shall furnish a copy to the CHED Chairperson, through the CHED OIQAG, all the abovementioned documents in items B and C for reference.

### IX. ARBITRATION

In case there will be disagreements, disputes or unsettled issues, the SUC and DPWH RO shall consider the Alternative Dispute Resolution Act of 2004 (RA 9285) and/or the Uniform Rules on Dispute Resolution under Presidential Decree 242, as amended, for Government Agencies and Instrumentalities, and Government-owned or Controlled Corporations.

In this case, the DPWH RO shall inform the DPWH Secretary, through the OUOPCP, and the SUC President shall inform the CHED Chairperson, through the CHED OIQAG, for their reference.

### X. AMENDMENT

Any supplemental amendment, modification, or revision to the provisions of this Guidelines shall be done only in writing and with the consent of all the parties. Such supplement amendment or revision shall form part of this Guidelines;

In the event that any of the provisions of this Guidelines or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Guidelines or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain valid and in full force and effect.

### XI. EFFECTIVITY

This Joint Memorandum Circular shall take effect fifteen (15) days after its publication in the Official Gazette or in a newspaper of general circulation. This JMC shall also be registered with the Office of National Administrative Register at the University of the Philippines Law Center, UP Diliman, Quezon City.

  
**MANUEL M. BONOAN**  
 Secretary, DPWH



  
**J. PROSPERO E. DE VERA III**  
 Chairman, CHED

Department of Public Works and Highways  
 Office of the Secretary



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## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This agreement made and entered into this \_\_\_\_\_ at \_\_\_\_\_ by and between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH)**, a government entity, mandated by law, particularly Executive Order No. 292 dated July 25, 1987 entitled the "Administrative Code of 1987", as the primary engineering and construction arm of the government, responsible for the planning, design, construction and maintenance of infrastructures facilities, especially national highways flood control and water resources system, and other public works in accordance with national development objectives, duly represented by the Regional Director [Name], with Regional Office address at [please insert RO address], hereinafter referred to as the "**DPWH**;"

-and-

The [Name of the SUC], an entity established by law, with office address at [Address] as represented by President [Name of SUC President], herein referred to as the State University and College "**SUC**".

Both parties are collectively referred to as the "**PARTIES**."

-for-

The [Insert Project Name per GAA 2024] located at [Insert address] with total amount of [Insert allocation per GAA 2024].

### WITNESSETH

**WHEREAS**, Republic Act (RA) No. 11975, otherwise known as the "General Appropriations Act of 2024," (GAA 2024) took effect on January 1, 2024;

**WHEREAS**, first paragraph of Section 5 of the Special Provision Applicable to the State Universities and Colleges (SUCs) of the GAA 2024 provides that "[t]he Department of Public Works and Highways (DPWH) shall implement the project of SUCs exceeding Five Million Pesos (P5,000,000.00)";

**WHEREAS**, second paragraph of the same provision provides that "[f]unds intended for the aforementioned projects shall be directly released to DPWH";

**WHEREAS**, second paragraph of the same provision also that "[t]he

DPWH shall ensure that the implementation of this provision strictly conform to the general and special provisions in this Act”;

**WHEREAS**, the effectivity of the GAA 2024, DPWH shall implement all the SUC infrastructure projects exceeding P5,000,000.00;

**WHEREAS**, in accordance with the Guidelines, PARTIES shall draft a Memorandum of Agreement (MOA) for this effect;

**NOW THEREFORE**, for and in consideration of the foregoing premises, the **PARTIES** hereby agreed as follows:

## I. GENERAL PROVISIONS

1. For proper dissemination of communication/correspondence during the duration of this Agreement, the following shall be the focal persons of the **PARTIES**:
  - a. **DPWH Central Office (CO)**, the focal person shall be **ERIC A. AYAPANNA**, Undersecretary for Operations in-charge of Convergence Projects, with office address at DPWH Central Office, Bonifacio Drive, Port Area, Manila;
  - b. **DPWH Regional Office (RO)**, the party representative shall be the respective **Regional Director (RD)** where the project is being implemented with Office address at [please insert address];
  - c. For the **SUC**, the party representative shall be the respective **SUC President**, as authorized by the respective Board of Regents with Office address at [please insert address].
2. It is understood that in the implementation and construction of the SUC Infrastructure Project, reference shall be made to the General Appropriations Act (GAA) FY 2024.
3. The **PARTIES** shall also take into consideration the projects/facilities identified by the DPWH cannot be implemented due to remote location, difficulty of terrain, security issues, and fortuitous events, and other valid and justifiable reasons. The **PARTIES** shall handle the same in accordance with the existing and relevant laws, policies, rules and regulations.

## II. ROLES AND RESPONSIBILITIES OF THE SUC

1. Prepare and provide the **DPWH** Conceptual Plan/Detailed Architecture and Engineering Design Plans prepared by the **SUC**;
2. Secure site ownership and assist the DPWH in the acquisition of necessary permits, fees, and taxes needed for the application, approval, and issuance of necessary permits such as Building Permits from the LGUs, demolition permits from the LGUs, tree cutting permit from DENR, Electrical Connection Permit from the LGU and Local Electric Cooperative, Occupancy permits from the LGU and other clearances from concerned government agencies, prior to the start and upon completion of the project;
3. Concur promptly, upon receipt, to the following documents required by the Regional Office (RO) such as, but not limited to: Final Detailed Architectural and Engineering (DAED) Plans, Program of Works, Variation Orders (if any) and its supporting documents and revised plans;
4. Appoint two (2) representative to the SUC Infrastructure Project Regional Monitoring (**SIPRM**) Team to monitor progress of project implementation;
5. Concur in the issuance of the Final Completion/Final Acceptance Inspection Report, during such, issuance of a joint inspection by the **PARTIES** shall be made;
6. Accept the turn-over and concur to the Certificate of Completion (CoC) (*Certificate of Turn-Over and Acceptance and Project Completion and Turn-Over Report*) of the completed project and shall thereafter assume the full responsibility for the custody, security, and operations of the turned-over structure, upon the issuance of Certificate of Completion by the **DPWH** to the contractor.

## III. ROLES AND RESPONSIBILITIES OF THE DPWH RO

1. Prepare and approve the Final Detailed Architectural and Engineering Design (DAED) Plans, Program of Works, and Detailed Cost Estimates, based on the Conceptual/DAED plans submitted by the SUC, result of the Joint Validation, the result of the soil test conducted (if any), and the designs in accordance with the Department Order (DO) No. 250, series of 2022.
  - a. In the approval of Final DAED plans and implementation of the projects, the **DPWH** shall primarily observe the various DPWH relevant and existing standard design for buildings in harmony with the various guidelines as specified in the description. This shall cover the architectural design standards, structural design standards, electrical design standards, sanitary and plumbing designs, and the necessary compliances to existing national building codes and other related laws.

- b. The **DPWH RO** shall provide copy to the **SUC** of the approved Final DAED Plans, Program of Works, Detailed Cost Estimates, Project Schedule, Materials Testing Reports, Variation Order, As-built Plan, and other pertinent documents necessary in the implementation of the project.
2. Secure the concurrence of the SUC in the Final DAED Plans and Program of Works of the projects.
3. Responsible to the strict observance of procurement activities in accordance with the RA No. 9184 and its Implementing Rules and Regulations (IRR).
4. As the Procuring Entity (PE), may invite an official representative of the **SUC** to observe during the face-to-face conduct of opening of bids at least five (5) days before the scheduled procurement activity. However, the PE may proceed to the said activity even with the absence of the SUC provided that the SUC were invited properly via a official written letter or electronic mail. These procurement activities shall be available for streaming on the **DPWH ROs** websites in which the SUC may monitor.
5. Secure the concurrence of the **SUC** in the Final Completion/Final Acceptance Inspection Report based on the joint inspection by the **PARTIES** were a Joint Report specifying the corrective works have already been complied by the Contractor and that the structure was constructed in accordance with the approved plans and specifications.
6. Issue the corresponding CoC to the contractor. The duly perfected CoC shall form part of the request for final billing of the DPWH Contractor.
7. Issue the corresponding Certificate of Final Acceptance (CFA), after the one (1)-year Defects and Liability Period if the project has been verified as having no defects and/or deficiencies after a joint inspection by the **PARTIES**. The duly perfected CoA shall form part of the release of any remaining payments due to the Contractor.
8. Furnish copy of the monthly Status Report to the **SUC** reflecting the progress of the implementation of each project covered in this agreement. In the same manner, the **DPWH CO** shall also submit an overall status of implementation of the program to the **CHED** on a monthly basis. The report shall be based on the actual physical **and financial accomplishments (obligations and disbursements)** accomplishment of the project and not the financial accomplishments based on the payments made to the contractor. Further, reported completed projects shall be supported by a **valid** CoC issued by the **DPWH RO** concurred by the **SUC**.
9. The **DPWH** shall turn-over the completed project to the SUC after the issuance of CoC to the contractor and shall issue a Certificate of Turn-Over and Acceptance and Project Completion and Turn-Over Report for the SUC's concurrence.

10. Provide the SUC a copy of Certificate of Completion and Certificate of Acceptance both approved by the Regional Director.
11. Thru the **RO Accountant** and **Supply Officer** shall submit the accomplished Journal Entry Vouchers (JEV) and Property Transfer Report (PTR) to the **SUC** which will affect the transfer of the completed and accepted school buildings to **SUC**.

#### **IV. PROVISIONS COMMON TO PARTIES**

1. The **SUC** and **DPWH** shall Conduct Joint-Validation on the submitted List of Projects to determine the soil conditions, buildable space, building type and other necessary scope of works for the proposed project which will be the basis of the DPWH in the finalization of the designs and project cost estimate of the Project.
2. The SUC and DPWH shall conduct of Pre-Construction Meeting at the **SUC** level with the presence of the **DPWH Contractor** to discuss matters related to the project, timelines, and protocols. This shall only appraise the **SUC** on the construction process.
3. The SUC and DPWH through the SIPRM shall conduct regular monitoring of the project to determine the progress of construction and compliance of the **DPWH Contractor** on the agreed plans and specifications.
  1. Conduct regular monthly and quarterly coordination meeting to discuss the status of implementation of the program and resolve outstanding issues and concerns that causes delays in the completion of the project.
  2. Upon reaching 95% completion of the project, the **PARTIES** shall cobnduct joint punchlist inspection and futher validate neccessary corrective actions undertaken by the contractor prior to the Quality Assurance and Final Completion Inspection by the DPWH Regional Inspectorate Team, where a SUC member of the SIPRM may join, for the issuance of the Certificate of Completion.
  3. After the completion of construction, the **PARTIES** shall conduct joint post-technical inspection activities within the Defects Liability Period of one (1) year after the issuance of the Certificate of Completion prior to the issuance/approval of the Certificate of Final Acceptance (CFA).

#### **V. MISCELLANEOUS PROVISIONS**

1. DPWH shall identify the disbursement of its Engineering and Administrative Overhead (EAO) Expenses funds as authorized for the detailed engineering activities and monitoring and supervision of the projects in accordance with the existing SUC issuances, DPWH

Department Order No. 5, series of 2024, and GAA 2024;

2. It is hereby understood herein that all unimplementable projects as listed and identified shall be subject to the reversion of funds, in accordance with the GAA 2024;
3. All releases, payment, reimbursement, and preparation of books of accounts made pursuant to this Agreement shall be subject to pertinent laws, rules, and government budgeting, accounting, and auditing procedures;
4. Regular monitoring and evaluation to identify possible areas for improvement and to ensure the quality, safety and integrity of the structures constructed and/or repaired;
5. Any necessary data/information shall be gathered with the consent of the data subject, declared, specified and used for legitimate purposes in relation to this Project and shall be appropriately protected pursuant to Republic Act No. 10173. All data/information shall be stored and disposed of in accordance with the law;
6. The **PARTIES** shall exert their best efforts to properly resolve any differences or disagreements with respect to any issue that may arise in connection with this Agreement. It shall be settled through amicable means, such as but not limited to, mutual consultation and negotiation. However, in the event that the **PARTIES** fail to settle the dispute amicably, and before any **PARTY** may proceed to litigate in court, the **PARTIES** shall first resort to an Early Neutral Evaluation in accordance with the Rules on Alternative Dispute Resolution (ADR) for Disputes between National Government Agencies and with AM No. 17-11-08-SC or the Special Rules of Court on Alternative Dispute Resolution. Under Republic Act No. 9285 or the Alternative Dispute Resolution Act of 2004 and EO No. 242, series of 1973, an Early Neutral Evaluation is defined as an ADR process wherein parties and their lawyers are brought together early in a pre-trial phase to present summaries of their cases and receive a nonbinding assessment by an experienced neutral person, with expertise in the subject in the substance of the dispute;
7. Any amendment, modification, or revision to the provisions of this MOA shall be done only in writing and with the consent of all the parties. Such amendment or revision shall form part of the Agreement;
8. In the event that any of the provisions of this Agreement or any document that may be executed in connection therewith shall be declared invalid, illegal, or unenforceable in any respect by a competent authority, the validity, legality, and enforceability of the remaining provisions of this Agreement or any document that may be executed in connection therewith shall not in any way be affected or impaired and shall remain valid and in full force and effect;
9. This agreement shall take effect upon the signing of the **PARTIES** and shall remain in full force and effect until the purpose for which it is intended is completely served or revoked, unless sooner revoked upon

mutual written consent of the **PARTIES**.

**IN WITNESS WHEREOF**, the **PARTIES** have hereunto affixed their signatures on the date and place above-written.

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**[Name]**  
Director, Regional Office

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**[SUC President]**  
President, SUC

**SIGNED IN THE PRESENCE OF:**





Republic of the Philippines  
**DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS**  
**CENTRAL OFFICE**  
 Manila



**CY 2024 SUC (Php 9.197 B) Validation Report**

**REGION**

Project Name as listed in GAA 2024	Location	Scope of Work	Allocation per GAA 2024	Estimated Cost per Validation	For Modification (Yes or No)	Proposed Modified Project Name	DAED Plans Availability (Yes or No)	PDE Status/Cost	Soil Test Availability (Yes or No)	Soil Test Cost	Buildable Space Availability (Yes or No)	Site Improvements Needed	Implementable (Yes or No)	Reason (if Unimplementable)
		Completion, Construction, or Repair		Please Attach Program of Works (as ANNEX A)		("N/A" if not subject for Modification)		(If DAED plans is available - Indicate PDE Status  If DAED plans is NOT Available and needs funding, Please indicate the PDE Costing)	Please attach Soil Test Report if available (as ANNEX B)		Please attach Site Map (as ANNEX C)			Please attach Relevant/ Supporting Documents (as ANNEX D)

Approved by:

\_\_\_\_\_  
**DPWH- Regional Director**

Concurred by:

\_\_\_\_\_  
**SUC Head**

**Signatories for Individual Validation Report, to be attached in the Request to enter into a MOA**

**Note:**  
 Please prepare a Validation Report for each project and attached the required documents. Regional Offices are directed to consolidate the hard copies and summarize the soft copy of this Form in one MS Excel file prior to submission.

Prepared by:

Reviewed by/:

Recommending Approval:

\_\_\_\_\_  
**Assistant Regional Director**

Approved by:

\_\_\_\_\_  
**Regional Director**

**Signatories for the SUMMARY Validation Report, to be submitted on March 8, 2024**

[Insert SUC Header]

## **CERTIFICATE OF AVAILABILITY OF DAED PLANS**

This is to certify that the University/College, [SUC Name], with the address [SUC address], has available Detailed Architectural and Engineering Design (DAED) Plans.

In the event that the project implementation has been impeded and/or held the issuance of relative documents during and after the implementation of the same without proper justification, the undersigned shall be responsible and held liable.

Issued on [date] in support to the project [Project Name] as to be implemented by the Department of Public Works and Highways (DPWH) for [Funding Year].

Certified by:

**[Signature over Printed Name]**

SUC President

**[SUC Name]**

**CONSOLIDATED RIGHT OF WAY CERTIFICATION FOR  
STATE UNIVERSITIES AND COLLEGES INFRASTRUCTURE PROJECTS**

**PROJECT [#]**

*(see Annex "D.1")*

Project Name : \_\_\_\_\_  
 Project Location : \_\_\_\_\_  
 Amount Requested : \_\_\_\_\_  
 Scope of Work : \_\_\_\_\_

DOCUMENTARY REQUIREMENTS	AVAILABILITY		REMARKS
	YES	NO	
(A) Proof of Ownership of Lot <i>Can be of the ff:</i> 1. Deed of Donation 2. TCT			
(B) Site Development Plan <i>signed by the Head of Engineering Unit of the SUC and approved by the President of the SUC</i>			
(C) Accomplished Project Profile <i>As provided in Annex "C"</i>			
(D) Concept Plan <i>(if applicable)</i>			

**[signature over Printed Name]**

SUC President

[SUC Name]

Attested by:

**[signature over Printed Name]**

Regional Director

[DPWH Regional Office]

**CONSOLIDATED RIGHT-OF-WAY (ROW)**  
**CERTIFICATION FOR STATE UNIVERSITIES AND**  
**COLLEGES (SUC) INFRASTRUCTURE PROJECTS**

This is to certify that the projects listed in Annex "D.1", the location and/or the geographic alignment, within the jurisdiction of **[SUC Name]** in **[Address]**, are cleared from any man-made and natural structures, therefore free from any legal claims.

The undersigned further certifies that the projects listed in the Annex "D.1" comply with the set of guidelines and appropriate attachments (see Annex "D.2"); and the original and/or legally accepted copies of the said certification are stored at the Engineering Unit of the University/College.

Issued on **[date]** in support of the projects for implementation in the FY **[funding year]** of the Department of Public Works and Highways (DPWH) Budget.

Certified by:

**[signature over Printed Name]**  
SUC President  
**[SUC Name]**

**CONSOLIDATED RIGHT OF WAY CERTIFICATION FOR  
STATE UNIVERSITIES AND COLLEGES INFRASTRUCTURE PROJECTS**

<b>State Universities and Colleges Infrastructure Projects</b>	
1.	
2.	
3.	
4.	

**[signature over Printed Name]**  
SUC President  
[SUC Name]

**OUTSIDE OF HIGH HAZARD AREAS, NO BUILD  
ZONES, AND PROTECTED AREAS  
CERTIFICATION**

This is to certify that the projects listed in Annex "E.1", with the entirety of the project scope and/or alignment, is/are geographically located within the property of **[SUC Name]**, and compliant with all the relevant provisions of existing national laws and policies, as well as standing department issued orders and/or policies relative to high hazard areas, no build zones, and national protected areas.

The undersigned further certifies that the listed projects are:

1. Not within the High Hazard Areas, No Build Zones or National Protected Areas as identified by the Department of Environmental and Natural Resources (DENR), Mines and Geosciences Bureaus (MGB), Environmental Management Bureau (EMB), DOST-PHILVOLCS and other relevant institution under the Republic of the Philippines; and
2. Adherent to the provisions and guidelines outlined in the Updated Social and Environmental Management System (SEMS) Operations Manual prior to its implementation.

Issued on **[date]** in support of the projects for implementation of the Department of Public Works and Highways for **[Funding Year]**.

Certified by:

**[Signature over Printed Name]**

DPWH Regional Director

[Insert Header of DPWH]

Annex "D.1"

**CONSOLIDATED CERTIFICATION FOR  
OUTSIDE OF HIGH HAZARD AREAS, NO BUILD ZONES, AND PROTECTED AREAS**

<b>State Universities and Colleges Infrastructure Projects</b>
1.
2.
3.
4.

**[Signature over Printed Name]**

DPWH Regional Office

[Insert SUC Header]

## **CERTIFICATE OF NO PENDING PAYMENT/ARREARS** **FROM LOCAL ELECTRIC COOPERATIVE**

This is to certify that the University/College, [SUC Name], with the address [SUC address], has no pending payment/arrears with [Local Electric Cooperative/Corporation] as of this date.

In the event that the due to pending payment/arrears, impedes and/or affects the turn-over of the said project, the undersigned shall be responsible to update the said payment and/or arrears to the said electric cooperative/corporation immediately.

Issued on **[date]** in support to the SUC Infrastructure projects for implementation of the Department of Public Works and Highways (DPWH) for **[Funding Year]**.

Certified by:

**[Signature over Printed Name]**

SUC President

**[SUC Name]**



Republic of the Philippines  
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS  
**[REGIONAL] OFFICE**  
[Address]



Date

**CERTIFICATE OF AVAILABILITY OF FUNDS**

This is to certify that the amount of \_\_\_\_\_ intended for the  
\_\_\_\_\_ released under FY 2024 RA (11975) \_\_\_\_\_ Program \_\_\_\_\_ ,  
Sub- allotment No. \_\_\_\_\_ dated \_\_\_\_\_ is available as of this date.

Certified Correct:

\_\_\_\_\_  
**Accountant**

Approved by:

\_\_\_\_\_  
**Regional Director**



## MEMORANDUM

**FOR** : **Secretary MANUEL M. BONOAN**  
This Department

**SUBJECT** : **Request for Authority to Enter into Memorandum of Agreement (MOA) for FY 2024 State Universities and Colleges (SUCs) Infrastructure Projects**

Respectfully requesting from your good office an **AUTHORITY TO ENTER INTO MEMORANDUM OF AGREEMENT (MOA)** between this Region and the [following] SUCs for the following project(s):

NO.	PROJECT NAME	SUC AND SUC HEAD
1.	<i>e.g. "Upgrading of College Library, Lagangilang Campus"</i>	<i>e.g. "Abra State Institute of Sciences and Technology"</i> <i>SUC President Name</i>
2.		
3.		
4.		

The attached proposed MOA outlines the terms and conditions, duties and responsibilities, and additional guidelines under which both parties shall collaborate towards the enforcement of Section 5 of the Special Provisions applicable to the SUC under Republic Act (RA) NO. 11975, otherwise known as the "General Appropriations Act of 2024," (GAA 2024) provides:

"SUCs Infrastructure Projects. The Department of Public Works and Highways (DPWH) shall implement the infrastructure projects of SUCs exceeding Five Million Pesos (P5,000,000.00).

The DPWH shall ensure that the implementation of this provision strictly conform to the general and special provisions in this Act. Funds intended for the aftermentioned projects shall be directly released to DPWH."

Furthermore, the undersigned submits, and certifies the following documentary requirements are true, correct, in accordance with the existing Department orders, issuances, rules and regulations, and in the prescribed format as attached:

1. Annex "A" – Initial Joint Validation Report signed by the undersigned and concerned SUC President per DPWH Unnumbered Memorandum dated February 7, 2024
2. Annex "B" – Certification from of Availability of Conceptual Plans from the SUC (if any)
3. Annex "C" – Consolidated Right-of-Way and Lot Ownership Certification from SUC (if any)



4. Annex "D" – Consolidated Outside of Hazard Areas, No Build Zones, and Protected Areas Certification (if any/applicable) from DPWH RO
5. Annex "E" – Certificate of No Pending Payments and/or Arrears to the Local Electric Cooperative/Corporation from SUC
6. Annex "F" – Certificate of Availability of Funds from DPWH RO

Hence, respectfully requested the authority herein.

For consideration,

**DPWH REGIONAL DIRECTOR**  
Regional Office

Recommending Approval:

**ERIC A. AYAPANA**  
Undersecretary for Operations in-charge of Convergence Projects

**APPROVED/ DISAPPROVED**

**MANUEL M. BONOAN**  
Secretary

cc: **SUC**

Date :

### **CERTIFICATE OF TURN-OVER AND ACCEPTANCE**

The **(Contract Name)** undertaken by **(Contractor)**, satisfactorily completed in accordance with the approved Plans and Specifications, is hereby officially turned-over to the *(Name of the Agency/ LGU concerned)*.

#### **NAME & SIGNATURE**

Head of Implementing Office

#### **ACCEPTANCE:**

By the virtue of this certificate, through the undersigned, hereby accepts the completed project, as inspected, and confirms the assumption of responsibility with regards to custody, security, and operations of the structure and its facilities.

#### **NAME & SIGNATURE**

Authorized Representative  
End User Agency/Office

Date : \_\_\_\_\_

(IO LETTER HEAD)

**PROJECT COMPLETION AND TURN-OVER REPORT**

**Contract ID** :

**Project** :

**Location** :

**Contractor** :

1. Original Contract Cost
2. Contract Effectivity
3. Original Contract Duration
4. Original Contract Expiry Date
5. Approved Variation Order
6. Revised Contract Cost
7. Additional Contract Time due to V.O.
8. Revised Contract Expiry Date due to V.O.
9. Approved Contract Time Extension
10. Revised Contract Expiry Date due to CTE

Prepared by:

Submitted by:

**NAME & SIGNATURE**

Project Engineer

**NAME & SIGNATURE**

Head of Implementing Unit

Noted by:

**NAME & SIGNATURE**

Head of Implementing Office

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### ACKNOWLEDGEMENT

This is to certify that I, (Authorized Representative, Position, Office), has this day \_\_\_\_\_ received custody of the above-mentioned project in good order and condition.

#### **NAME & SIGNATURE**

Authorized Representative  
Position  
Office