



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
OFFICE OF THE SECRETARY
Manila

097.13 DPWH
03-17-2016

11 6 MAR 2016

DEPARTMENT ORDER) Subject: Policy on Implementing Water Infrastructure
No. **67**) Projects under "Water Supply and Sanitation for
Series of 2016) Poverty Areas and Priority Tourism Sites" in
the General Appropriations Act FY 2015 and 2016

Whereas, the DPWH Program for "Water Supply and Sanitation for Poverty Areas and Priority Tourism Sites" under FY GAA 2013 and 2014 encountered problems in the implementation of water infrastructure projects due to legal and procedural constraints;

Whereas, these implementation constraints included the difficulty of DPWH in engaging and leveraging the technical skills of LWUA by simply delegating the implementation to the latter; and


Whereas, the unobligated funds for the Program for FY 2013 and 2014 were negated and returned, respectively, but there are still funds under FY 2015 and 2016 for water infrastructure projects that need to be implemented;

Therefore, henceforth the following is the policy for the urgent implementation of the budget for "Water Supply and Sanitation for Poverty Areas and Priority Tourism Sites" under the General Appropriations Act (GAA) for FY 2015 and 2016.

1. In the identification and prioritization of water infrastructure projects, including the identification of the corresponding beneficiary water supply providers (WSPs), the Unified Project Management Office – Flood Control and Management Cluster (UPMO-FCMC) shall coordinate with the Planning Service and with other relevant agencies such as the Department of Tourism (DOT), the Department of Interior and Local Government (DILG), the National Anti-Poverty Commission (NAPC), the Local Water Utilities Administration (LWUA) and with the Bureau of Design (BOD) for technical assistance on the overall planning, funding and design aspects.
2. Project implementation scheduling and monitoring of these locally-funded water infrastructure projects shall be the responsibility of the (UPMO-FCMC) under the oversight of the Undersecretary for Regional Operations.
3. The DPWH Regional Office (RO) or District Engineering Office (DEO), without any delegation of work to any other agency, shall be responsible for the full implementation of the identified water infrastructure projects, which includes the:
 - a. Preparation/finalization of Pre-Feasibility Study, if required
 - b. Preparation/finalization of Detailed Engineering Design (DED),
 - c. Preparation of Program of Work and Bidding Documents,
 - d. Procurement of contracts for identified water infrastructure project,

- e. Coordination with the concerned beneficiary WSPs in the technical supervision of construction, and
 - f. Turnover of the completed system to the concerned beneficiary WSPs, with as-built plans, equipment manuals, and other related documents.
4. For Detailed Engineering Design (DED), the RD or DEO shall coordinate and gather information from the prospective WSP beneficiary, most especially in water source development.
 5. The LWUA, as an attached agency of DPWH, shall be a source of information in cross-referencing water supply system coverage, and financial capacity of the WSPs. The ROs/DEOs can also use the work of the LWUA for the DPWH on Pre-FS and DED of water projects for previously identified municipalities.
 6. Before the procurement stage of a Water Project, the DPWH RO/DEO shall enter into a Memorandum of Agreement (MOA) with the beneficiary WSP. The WSP as a party to the MOA shall:
 - a. Provide assistance to the DPWH in the conduct of Pre-FS, DED, and source development (which ever is applicable), as well as preparation of Bidding Documents and Program of Work;
 - b. Monitor the implementation and act as an inspector together with the RO/DEO;
 - c. Witness the start-up of the completed system;
 - d. Sign/concur with the Certificate of Acceptance before final payment by the RO/DEO to the Contractor can be made;
 - e. Accept the completed system with as-built plans, equipment manuals, and other related documents; and
 - f. Operate and maintain the water system
 7. No Project can be procured without a signed MOA with the beneficiary WSP. In case where the Local Government Unit (LGU) operates the beneficiary WSP, the signatory must be authorized by its Local Sanggunian to enter into MOA with the Department.
 8. The concerned ROs/DEOs shall submit regular implementation update reports to the UPMO-FCMC for overall coordination and program direction.
 9. Attached is a template MOA for guidance of the concerned ROs/DEOs.

This Order shall take effect immediately.


ROGELIO L. SINGSON
Secretary

Department of Public Works and Highways
Office of the Secretary


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Annex 1: Template Project Memorandum of Agreement

**[Annex 1: TEMPLATE PROJECT MOA]
PROJECT MEMORANDUM OF AGREEMENT (MOA)
BETWEEN DPWH REGION _____ / _____ DEO
AND THE (NAME OF WATER SERVICE PROVIDER)
FOR THE IMPLEMENTATION OF THE (MUNICIPALITY) WATER SUPPLY
INFRASTRUCTURE PROJECT**

This **Memorandum of Agreement(MOA)** entered into by and between:

The **Department of Public Works and Highways**, herein represented by its **Regional Director (RD Name)** / **District Engineer _____**,
herein referred to as the **DPWH**;

and

The **(NAME OF WATER SERVICE PROVIDER)**, herein represented by its **General Manager, _____**, with principal office at _____, herein referred to as the **(Name or acronym of the Water Service Provider)**;

Collectively referred to herein as the "**PARTIES**;"

WITNESSETH

WHEREAS, tourism is an industry of national importance and with strong potentials to generate employment and income and ultimately alleviate the poverty situation in the country;

WHEREAS, Section 34 of RA 9593 mandates the coordination of the DOT with the DPWH and DOTC in the establishment of a tourism infrastructure program in the respective work programs of said agencies, identifying therein vital access roads, airports, seaports and other infrastructure requirement in identified tourism areas and for the said agencies and the DBM to accord priority status to the funding and implementation of this tourism infrastructure program;

WHEREAS, the provision of safe, cost-effective and sustainable water supply is one of the vital components of the Government's infrastructure program, as reflected in the Philippine Development Plan (PDP) for 2011 to 2016, and it is identified to be one of the top critical tourism infrastructure as indicated in the National Tourism Development Plan (NTDP) 2011 to 2016;

WHEREAS, the DPWH, created under Executive Order No. 124, series of 1987, is the State's engineering and construction arm responsible for the planning, design, construction and maintenance of infrastructure, especially national highways, flood control and water resources development systems, and other public works in accordance with national development objectives;

NAME of Water Service Provider
Represented by:

Name and Designation

Department of Public Works and Highways
Represented by:

Name and Designation

WHEREAS, the DPWH has appropriations authorized under the General Appropriations Acts (GAAs) for Fiscal Year 2015 and 2016 for the provision of "water supply and sanitation for poverty areas and priority tourism sites", which include the PROJECT to be implemented under this Memorandum of Agreement (MOA); and

WHEREAS, the PARTIES of this MOA agree to work together to efficiently implement the PROJECT covered by this Agreement;

NOW, THEREFORE, for and in consideration of the foregoing premises, and the terms and conditions hereinafter set forth, the PARTIES hereto have agreed on the following:

A. RESPONSIBILITIES OF THE PARTIES

Section 1. The **DPWH Regional/District Engineering Office** shall perform the following responsibilities:

1. **Pre-Feasibility Study (Pre-FS)** - Prepare/Finalize Business Case/Pre-FS to validate, among other things, the amount budgeted and estimated number of household beneficiaries.
2. **Detailed Engineering Design** - Prepare/finalize of Detailed Engineering Design (DED).
3. **Bidding Documents** - Prepare Program of Work and Bidding Documents.
4. **Procurement** - Conduct procurement of contracts for identified water infrastructure projects in accordance with Republic Act No. 9184 and its Implementing Rules and Regulations.
5. **Construction Supervision** - Coordinate with the Unified Project Management Office – Flood Control Management Cluster (UPMO-FCMC) and WSP in the technical supervision of construction.
6. **Project Completion** - With the signature/concurrence by the WD, issue a Certificate of Acceptance to the Contractor upon the completion of the project.
7. **Project Turnover** – Turn over the completed system to the WSP with as-built plans, equipment manuals, and other related documents.

Section 2. The **WATER SERVICE PROVIDER** shall perform the following responsibilities:

1. **Pre-FS** - Assist the DPWH in the conduct of the Pre-feasibility Study (PFS) through the provision of the data required, selection of the site to be developed, and submission of available water utility development plan of the WSP.
2. **Source Development** – Facilitate rights-of-way/sites acquisition, securing water rights from the National Water Resources Board (NWRB) and LGU permits where required, as well as provide information on water source development (when possible).

NAME of Water Service Provider
Represented by:

Name and Designation

Department of Public Works and Highways
Represented by:

Name and Designation

3. **Detailed Engineering Design** - Assist the DPWH during the conduct of topographic, line and profile survey, and civil, structural and electro-mechanical works investigations.
4. **Procurement** – Participate actively as an observer in the procurement process
5. **Construction Supervision** – Assist and coordinate with the DPWH in the supervision of the Project, and sign/concur with the Certificate of Acceptance issued by the DPWH before final payment by the RO/DEO to the Contractor can be made.
6. **Project Acceptance** – Accept the completed system with as-built plans, drilling logs, equipment manuals, and other related documents, subject to the conditions as required (e.g. warranty period, etc.).
7. **Operation & Maintenance** - Operate and maintain the water system in accordance with established LWUA and other operational standards.

This Memorandum of Agreement shall remain valid upon its signing and until after the completion of the project and its turnover to the WSP.

IN WITNESS WHEREOF, the **PARTIES** hereto have affixed their signatures at _____ this _____ day of _____.

For the **DPWH**:

For the **WATER SERVICE PROVIDER**

NAME OF RD/DE

Regional Director/District Engineer
DPWH Region ____/ ____DEO

NAME OF GENERAL MANAGER

General Manager
NAME OF WSP

WITNESSES:

Republic of the Philippines)
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ACKNOWLEDGEMENT

BEFORE ME, a Notary Public for official and in _____ personally appeared before me _____ with Identification No. _____ issued at _____ on _____, in his capability as Regional Director/District Engineer, **Department of Public Works and Highways, PHILIPPINES** and the **Water Service Provider** _____, represented by _____ with Government Issued ID No. _____ issued at _____ on _____, known to me to be the same person who executed the foregoing Memorandum of Agreement and they acknowledge to me that the same is their true and deeds for and in behalf of the parties they represent.

The MOA consists of _____ pages including this page where the **ACKNOWLEDGEMENT** is written, duly signed by the contracting parties and their witnesses at the left margin of each page and the lower portion of the last page.

IN WITNESS WHEREOF, I have hereunto affixed my signature and seal this _____ day of _____ at _____, Philippines.

Doc. No. _____
Page No. _____
Book No. _____
Series of _____

Notary Public
Until _____
PTR No. _____
Issued on _____
at _____