

REC'D. NOV. 22, 1988

9:00 - 10:00 a.m.

(R)



REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
OFFICE OF THE SECRETARY
MANILA

097.13 DPWH

11-21-88 ✓

17 November 1988

DEPARTMENT ORDER)

SUBJECT: Authority of Regional Directors
to Approve Agreements with AFP
Engineering Brigades for Project
Implementation

No. III
Series of 1988

Pursuant to the instructions of the President to use the Armed Forces of the Philippines (AFP) Engineering Brigades to undertake projects in areas with critical peace and order conditions, e.g., where project implementation is being deliberately disrupted by the CPP-NPA, the Regional Directors of the DPWH are hereby authorized to approve Memoranda of Agreement between the DPWH and the AFP Engineering Brigades for the latter to implement infrastructure projects in the approved infrastructure program, with a cost of not more than P3.0 million per project, subject to the following conditions:

a. The project is located in an area with a critical peace and order situation as certified by the regional AFP authorities.

b. The Regional Director has assessed and certifies to the technical capability of the concerned AFP Engineering Brigade to implement the project, considering its workload.

c. The work shall be based on plans, specifications, program of work, implementation schedules and cash flows as approved by the DPWH Regional Director/District Engineer, within the limits of his delegated authority.

d. The work shall be undertaken by the AFP Engineering Brigade by administration, which may include "pakyaw" contracts for labor.

e. The Regional Office, by itself or thru the District Engineer's Office, as the case may be, shall exercise technical supervision over the project implementation which shall include:

i. inspection of work on the project to check compliance with plans, specifications, program of work, implementation schedules and cash flows;

ii. notification to the AFP Engineering Brigade of any observed deficiencies and deviations from the approved plans, specifications, program of work, implementation schedules and cash flows for correction and appropriate action;

iii. approval of Statements of Work Accomplished (SWAs); and

v. issuance of Certificate of Project Completion.

f. Upon approval of the Memorandum of Agreement, the Regional Director shall transfer to the AFP Engineering Brigade a cash advance of up to 40% of the total project cost, to be replenished upon submission of approved SWAs, which shall be sufficient basis for liquidation.

g. Any savings from the project shall be returned to the DPWH.

Attached, for guidance, is a proforma Memorandum of Agreement with the AFP Engineering Brigade for the implementation of infrastructure projects.

This Order takes effect immediately.



FIGORELLO R. ESTUAR
Secretary

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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This MEMORANDUM OF AGREEMENT entered into, by and between:

The Department of National Defense represented by
COLONEL PABLO V GALVEZ CE (GSC) PA, Commanding Officer, 51st
Engineer Brigade, Philippine Army, with office address at
Camp General Rigoberto J Atienza, Libis, Quezon City, herein-
after referred to as "51st Engineer";

- and -

The Department of Public Works and Highways represented
by DIRECTOR HERAZDO B DAWAY, OIC, Regional Director, Cor-
dillera Autonomous Region, with office address at La Trinidad,
Benguet, hereinafter referred to as "DPWH CAR".

W I T N E S S E T H

WHEREAS, it is the basic policy of the government to ensure
the expeditious delivery of basic services to the people, parti-
cularly in those areas where social, economic and security condi-
tions are unfavorable, thereby accelerating development and
strengthening security;

WHEREAS, the 51st Engineer, as an implementing agency of the
Department of National Defense, is also engaged in the implementa-
tion of the socio-economic development program of the government
and is ready and willing to complement the efforts of DPWH CAR in
accelerating the completion of infrastructure projects in the
Region;

WHEREAS, it is not the intention of the 51st Engineer to
compete with or deprive contractors of their business. However,
in order to accelerate the development of the Region and for the
purpose of utilizing as much as possible their equipment and man-
power, the 51st Engineer and DPWH CAR do hereby covenant and agree
to undertake jointly the concreting along Abra-Ilocos Sur Road,
Abra Road Project subject to the following terms and conditions:

ARTICLE I: SCOPE OF WORK

Section 1.1: The 51st Engineer shall undertake within
210 calendar days, the concreting of a portion of Abra-Ilocos
Sur Road Project at Pedigan, Abra at a total cost of
P8,815,000.00.

ARTICLE II: PERSONNEL OUTFIT

Section 2.1: Civilian Employees maybe employed whenever
necessary and their salaries and wages shall be paid from pro-
ject fund. Labor mix will be 40% military and 60% civilian
whenever and wherever practicable, local labor shall be
utilized.

PABLO V GALVEZ
Colonel CE (GSC) PA
CO, 51st Engr Bde, PA

WITNESSES

HERAZDO B DAWAY
Regional Director-OIC
Cordillera Autonomous Region
La Trinidad, Benguet

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Section 2.2: 51st Engineer military personnel in the field directly engaged in the construction shall be given a daily meal allowance of not more than FIFTEEN PESOS (P15.00) chargeable against the amount programmed for such purpose, provided that the expenditures for labor and daily meal allowance shall not exceed the programmed amount in the approved Program of Work.

ARTICLE III. EQUIPMENT

Section 3.1: Construction equipment shall be provided by the 51st Engineer free of rentals. Fuel, oil and other supplies necessary for the operation of the equipment shall be at the expense of the project funds. Spare parts necessary for the maintenance of the equipment shall be provided for in the Program of Work computed at thirty percent (30%) of the current DPWH equipment rental rate. Additional equipment needed in the project which are not available in the 51st Engineer and are available in the DPWH CAR Regional Equipment Depot or other sources may be rented chargeable against project funds, provided however, that the rental cost shall not exceed current DPWH rates.

Section 3.2: The 51st Engineer shall be responsible for its own rebuilt, maintenance, service and transport facilities needed in the project. However, if the 51st Engineer lacks the necessary transport facilities and the DPWH CAR has available transport in their area equipment or regional equipment depot, the DPWH CAR, upon request of the 51st Engineer, may transport 51st Engineer equipment to and from construction site, transportation cost of which is chargeable against project funds.

ARTICLE IV: PLANS AND SPECIFICATIONS

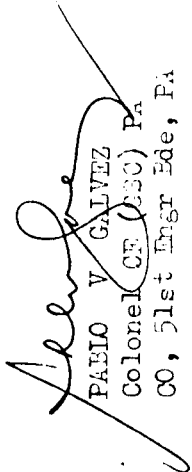
Section 4.1: All plans and specifications shall be prepared by the DPWH.


ARTICLE V: PROGRAM OF WORK

Section 5.1: Concreting along Abra-Ilocos Sur Project shall be in accordance with the Program of Work submitted by the 51st Engineer and approved by the Secretary, DPWH or his duly authorized representative. Program of Work submitted for approval shall be supported by a PERT/CPM, Equipment Schedule, Labor Schedule, Materials Schedule and Cash Flow. The Program of Work may be revised in Scope or Breakdown of Expenditure whenever necessary during the progress of work subject to the approval of the Regional Director, DPWH or his authorized representative.

ARTICLE VI: CONSTRUCTION

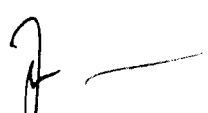
Section 6.1: The 51st Engineer shall undertake the projects assigned to them by administration only, which may include "pakyaw" contracts. No work shall be started by the 51st Engineer without the signed project agreement, the approved Program of Work, the Notice to Proceed given by the competent authority of the DPWH, and release of the said money to the 51st Engineer.


PABLO V. GALVEZ
Colonel (CR 030) RA
CO, 51st Engr Ede, RA


HERIBERTO B. LINARES
Regional Director-CIC
Cordillera Autonomous Region
La Trinidad, Benguet

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Section 6.2: The projects undertaken by the 51st Engineer shall be under the technical supervision of the DPWH. As such, the DPWH shall provide construction engineering personnel and/or consultant(s) who has the right to technically supervise the project during its implementation to ensure that the requirement of the plans, specifications and Program of Work are strictly followed. Any disagreement in the interpretation of the plans and specifications, and special provisions in the pursuance of the project shall be elevated to the competent DPWH authority. The District Engineer and/or Regional Director or their authorized representative shall, in writing, notify the 51st Engineer Commander in charge of the project of any deficiencies found during their inspection or course of supervision. The latter shall immediately correct the deficiency noted and send a written advise to the actions taken thereon.

ARTICLE VII: ROAD-RIGHT-OF-WAY

Section 7.1: The DPWH shall be responsible for the acquisition of road-right-of-way and all claims and damages rising therefrom.

ARTICLE VIII: DISBURSEMENT OF FUNDS

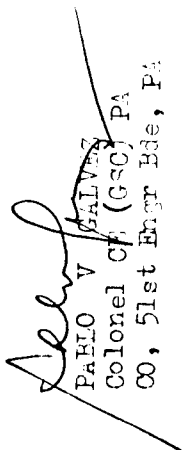
Section 8.1: The DPWH, thru the District Engineer/Regional Director concerned shall, based on the approved Program of Work, transfer to the 51st Engineer Brigade, PA an initial cash advance of forty percent (40%) of the total cost of project, which shall be given upon the approval of the Memorandum of Agreement. This cash advance shall be replenished under an imprest account system, i.e., the replenishment shall be equivalent to the amount being liquidated duly supported by a statement of work accomplished duly verified and concurred by the DPWH project supervisor concerned.

Section 8.2: The District Engineer/Regional Director, upon approval of the Memorandum of Agreement, shall remit to the DND, sixty percent (60%) of the approved amount for administration and supervision of the Program of Work for use of DND, AFP Chief of Engineers Office and Major Chief of Engineer Office in their Administrative Supervision of the project. This cash advance shall be liquidated by DND through the DPWH Central Office (Assistant Secretary for Comptrollership and Financial Manager).


Section 8.3: Disbursement of funds shall be in accordance to the breakdown of expenditures as embodied in the approved Program of Work as prepared by the 51st Engineer and shall be subject to the usual government accounting and auditing rules and DND requirements.

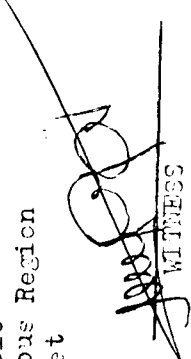
Section 8.4. Any unused funds/savings shall be returned by
ARTICLE IX: CONTROL OF MATERIALS DND to DPWH.

Section 9.1: The facilities of the Bureau of Materials Research and Standards, DPWH, shall be availed of and all cost of test on materials as called for in the specifications shall be charged against project funds.


PABLO V. GALVEZ
Colonel CP (GSC) PA
CO, 51st Engr Bde, PA


WITNESS


Regional Director-OIC
CORDILLERA AUTONOMOUS REGION
La Trinidad, Benguet


WITNESS

ARTICLE X: SUPERVISION

Section 10.1: The DND/AFP shall exercise Administrative Supervision in the project implementation by 51st Engineer and include control, evaluation, assessment, payment, and rendering of appropriate reports to the Department concerned.

Section 10.2: The DPWH shall have technical supervision over the project. Technical supervision refers to the planning, design and construction supervision aspects of the project to include the formulation and approval of plans, specifications and program of work, ensuring compliance therewith, and funds control.

ARTICLE XI: REPORTS

Section 11.1: The 51st Engineer shall prepare two (2) copies of the monthly physical and financial report as per attached format (Annex A) with a cut-off date for progress every 25th day of the month. One copy of this report will be submitted directly to the District Engineer/Regional Director concerned while the other copy will be forwarded to the Office of the Chief of Engineers, AFP, Camp General Aguinaldo, Quezon City where it will be pick-up by a Liaison Officer of the DPWH Central Office every 5th day of the succeeding month.

Section 11.2: The DPWH shall furnish the DND (Attn: Special Projects Division, Office of the Assistance Secretary for Comptrollership) copies of all fund transfer documents and subsequent Report of Collection and Disbursement.

ARTICLE XII: ACCEPTANCE OF PROJECTS

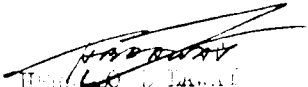
Section 12.1: The district Engineer/Regional Director concerned and the 51st Engineer shall conduct a joint final inspection of the project and shall issue to the 51st Engineer a Certificate of Project Completion and Acceptance, after being satisfied that the project has been finished according to the plans, specifications, and Program of Work.

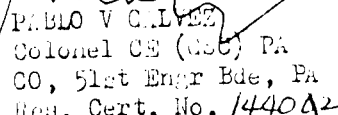
ARTICLE XIII: GENERAL PROVISIONS

Section 13.1: Exceptions to or matters not covered by the above provisions shall be subject to a supplemental agreement of the parties concerned.

Section 13.2: This agreement shall become binding and effective upon the herein parties concerned unless by their mutual agreement, the same is revised, amended or sooner terminated.

Done this 6th day of October 1968 in Metro-Manila, Philippines.


Regional Director-010
Cordillera Autonomous Region
La Trinidad, Benguet
Res. Cert. No. 5770122
Issued at Tuba, Benguet
On January 15, 1968


PABLO V. GILVEZ
Colonel CE (RSC) PA
CO, 51st Engr Bde, PA
Res. Cert. No. 440A241
Issued at 1-11-68
On Pateros, MM

APPROVED:


TEODORO T. ENCARNACION

SIGNED IN THE PRESENT:

1.

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REPUBLIC OF THE PHILIPPINES }
S.S.

BEFORE ME, this 7th day of October 1988 at Quezon City, personally appeared, HERNANDO B. TAMAY, OIC, Regional Director, Cordillera Autonomous Region, and COLONEL PABLO V. GALVEZ CE (CSC) PA, Commanding Officer, 51st Engineer Brigade, PA, exhibiting to me their Residence Certificate Numbers indicated below their respective names, known to me to be the same persons who have executed the foregoing instrument of Memorandum of Agreement and acknowledged to me that the same is their true acts and deeds.

This Memorandum of Agreement consists of five (5) pages including this page on which the acknowledgement is written.

WITNESS MY HAND AND NOTARIAL SEAL the day, year and place above written.

~~ANTONIO V. YALO~~

~~NOTARY PUBLIC~~

~~UNTIL DECEMBER 31, 1989~~

~~PTR NO. 427897-QUEZON CITY~~

~~APRIL 29, 1988~~

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