

Project Code:

FIN 3-02 1822 DAM STUDY  
Aug 2018 NIPPON KOEI CO. LTD.

AGREEMENT  
BETWEEN  
NIPPON KOEI CO., LTD.  
AND  
PHILKOEI INTERNATIONAL, INC.  
FOR FURNISHING EXPERT  
FOR  
STUDY FOR THE RESTORATION AND UPGRADING OF DAMS UNDER  
OPERATION IN THE REPUBLIC OF THE PHILIPPINES

AUGUST 2018

**AGREEMENT  
BETWEEN  
NIPPON KOEI CO., LTD.  
AND  
PHILKOEI INTERNATIONAL, INC.  
FOR  
STUDY FOR THE RESTORATION AND UPGRADING OF DAMS UNDER  
OPERATION IN THE REPUBLIC OF THE PHILIPPINES**

This Agreement made and entered into this 7<sup>TH</sup> day of August, 2018 by and between Nippon Koei Co., Ltd. represented by Mr. Tadahiro Fukuda, Team Leader with its main office located at No. 14-6, Kudan-kita 1-chome, Chiyoda-ku, Tokyo, Japan (hereinafter referred to as "NK") and Philkoei International, Inc. (PKII) represented by Mr. Peter S. Samoza, President, with its main office located at Unit 1701, 17<sup>th</sup> Floor, Orient Square Building, Emerald Avenue, Ortigas Center, Pasig City (hereinafter referred to as "PKII").

**WHEREAS**

- 1) The Team has selected PKII to provide supports through dispatch of experts (hereinafter referred to as the PKII Staff) for the Study of Restoration and Upgrading of Dams Under Operation in the Republic of the Philippines
- 2) PKII agrees to assign their experts and staff to provide support under the terms and conditions stipulated in this Agreement;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

**ARTICLE 1      SCOPE AND PERIOD OF SERVICES**

- 1.1 The scope and period of works are described in Appendix 1 SCOPE OF SERVICES. PKII shall carry out the works as stipulated. Further detailed instructions may be given to PKII where necessary from time to time by the Team Leader of NK or his designated person.
- 1.2 The position and assignment period of the Experts shall be as mentioned in Appendix 2 POSITION AND ASSIGNMENT PERIOD. The assignment period may, however, be extended or shortened upon written consent of the parties hereto, subject to the prior approval of the Client



**ARTICLE 2 RESPONSIBILITIES**

PKII shall perform the work with due diligence and efficiency, in a manner acceptable and satisfactory for the project, and act at all times to protect its interest. PKII shall assume all responsibilities and liabilities for the execution of the works.

**ARTICLE 3 CONFIDENTIALITY AND COPYRIGHT**

PKII shall keep all information confidential and shall not release any to the third parties. The copyright of all the documents and report prepared by PKII in connection with this Agreement rests with NK, and PKII shall not use the contents thereof for any purpose unrelated to the contracted work without the prior written approval of NK.

**ARTICLE 4 ASSIGNMENT**

Neither this Agreement nor any portion of the interest of each of the parties hereto can be assigned, pledged, transferred or hypothecated without prior written consent of the parties hereto.

**ARTICLE 5 CONTRACT AMOUNT AND MODE OF PAYMENT**

5.1 NK shall pay the service fee and direct costs indicated in **Appendix 3 COST ESTIMATE** upon presentation of the PKII's invoice in following manner.

Payment No.	Schedule
August 2018	20% of Total Remuneration + Actual Field allowances
October 2018	25% of Total Remuneration + Actual Field allowances
December 2018	30% of Total Remuneration + Actual Field allowances
February 2019 2019	20% of Total Remuneration + Actual Field allowances/expenses
Upon submission of Report	5% of Total Remuneration



5.3 The payment shall be made in Philippine Peso (PHP) by way of telegraphic transfer to the account mentioned below within one (1) month from the date of the receipt of PKII's invoice. PKII shall confirm in advance the reliability of transferring to this account.

Bank Name : Mizuho Bank, Ltd.  
Branch Name : Manila Branch  
Account Name : Philkoei International Inc.  
Account Number : H10-767-105551  
Swift Code : MHCBPHMM  
Bank Address : 25<sup>th</sup> Floor, The Zuellig Building, Makati Avenue corner Paseo de Roxas, Makati City

#### ARTICLE 6 MODIFICATION AND AGREEMENT

This Agreement may only be modified, in whole or in part, by the mutual agreement in writing of both parties.

#### ARTICLE 7 ARBITRATION

Any dispute or differences arising out of this Agreement that cannot be amicably settled between the parties shall be finally settled by a single arbiter appointed by the parties in accordance with provisions of the Arbitration Act, Laws in Japan. The resulting award shall be final and binding on both parties.

#### ARTICLE 8 EFFECTIVENESS

This Agreement shall become effective on the date of its signing and shall remain in force until the completion of the program and all payments thereof shall have been completed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

For and on behalf of  
PHILKOEI INTERNATIONAL, INC.

  
PETER S. SAMOZA  
President

For and on behalf of  
NIPPON KOEI CO., LTD.

  
TADAHIRO FUKUDA  
Team Leader

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Appendix 1

### SCOPE OF SERVICES

The PKII shall help services to the Study to ensure that the work executed by the Team is in compliance with the Contract.

The PKII's Assistance services shall include the following:

- To arrange and coordinate with the concerned government agencies and private sectors.
- Attend meetings with the concerned government agencies and private sectors
- Collects pertinent data such as Drawings, Design & Completion Reports, O & M manual, etc.
- Conduct interviews.
- Interpreting as-built drawings and specifications, if required.
- Recommend possible restoration and upgrading works.
- Conduct Social and Environmental Study
- Conduct quantity take off and cost estimation
- Conduct field inspections.
- Assist in the preparation of Reports.
- Prepare drawings.
- Conduct GIS works
- To conduct necessary tasks other than mentioned above.

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Appendix 2

POSITION AND ASSIGNMENT PERIOD

A. Work Schedule

No	Item	2018												2019			Remarks
		A	M	J	J	A	S	O	N	D	J	F	M				
1	Project Selection Study																
1.1	Collection of Basic Data and Information																
1.2	1st Screening of Candidate Projects																
1.3	Data collection for Candidate Projects																
1.4	2nd Screening of the Short-listed Projects and Selection of Priority Project																
2	Pre-Feasibility Study																
2.1	Basic Design																
2.2	Determination of Project Scale, Estimation of O&M Cost																
2.3	Project Implementation Organization, Implementation Schedule																
2.4	Study and Proposal of Financial Arrangement																
3	Study for Application of Japanese Technology																
3.1	Study for Utilization of Policy Support Scheme, etc.																
3.2	Confirmation of Superiority of Japanese Companies, Prediction of Benefits to Japan																
3.3	Study to Enrich the Project Proposal																
3.4	Study for Promotion of Possibility and Development for Horizontal Expansion to Other																
3.5	Study to Strengthen the Cost Competitiveness for Project Participation of Japanese Companies																
4	Presentation of the Study																
5	Preparation of Final Report																
	Meeting																
	Report																
	Presentation																

Works in Field

Works in Japan

B. Staffing

No	Item	2018												2019			Works in Field	Japan	Total	Int. Trip	Dom. Trip	Remarks
		A	M	J	J	A	S	O	N	D	J	F	M									
1																						
A1	Team Leader/Sr. Dam Engineer																2.0	2.0	4.0	3	2	50% reduction
A2	Irrigation Engineer																1.0	1.0	2.0	2	1	
A3	Hydro-Mechanical Engineer																0.0	0.0	0.0	2		No req.
A4	Economic/Financial Analyst																0.5	1.0	1.5	2		
A5	Specialist																1.0	2.0	3.0	2	2	
	Sub Total																4.5	6.0	10.5	11.0	5.0	
2	Local Staff																					
B1	Dam/Structural Engineer																2.5				3	
B2	Irrigation/Structural Engineer																2.5				3	
B3	Social and Environmental Specialist																1.0				3	
B4	Cost Engineer																1.0				1	
B5	CAD/IGIS Operator																2.5				1	
	Sub Total																7.0	0.0	0.0	0.0	4.0	

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**COST ESTIMATE****I. Remuneration**

<u>Name</u>	<u>Position</u>	<u>Man-month</u>	<u>Unit Rate</u>	<u>Amount</u>
Olivia Dumaya	Dam/Structural Engineer	2.50	250,000.00	625,000.00
Alexander Reuyan	Irrigation Engineer	2.50	200,000.00	500,000.00
Aquilina Pimentel	Social and Environmental Specialist	1.00	250,000.00	250,000.00
Rizalina Danguilan	Cost Engineer	1.00	200,000.00	200,000.00
Francisco Baltazar	GIS Expert/CAD Operator	2.50	112,000.00	280,000.00
<b>Total Cost (Inclusive of 12% Value Added Tax)</b>				<b>1,855,000.00</b>

**II. Field Inspection Allowance**

A field inspection allowance of Php 2,500.00/day is to be paid for an expert. A prior order by the Team Leader is necessary to conduct field works. The days verified by the Team member for actual performance are counted for the payment based on Working Record.

The allowance mentioned above includes all expenses to be incurred by the field works except for traveling costs between Manila and the site.

**III. Printing and Reproduction Cost (To be charged to NK-Manila)****IV. Travel Cost (field work)**

- Airfare 10 round trips x Php 30,000 = Php 300,000  
Including taxi fare (to/from airport)