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SPECIAL THIRD DIVISION

[G.R. Nos. 147925-26, July 07, 2010]

ELPIDIO S. UY, DOING BUSINESS UNDER THE NAME AND STYLE OF EDISON DEVELOPMENT & CONSTRUCTION, PETITIONER, VS. PUBLIC ESTATES AUTHORITY, RESPONDENT.

R E S O L U T I O N

NACHURA, J.:

Before us are (i) the Motion for Partial Reconsideration filed by petitioner Elpidio S. Uy (Uy), doing business under the name and style of Edison Development & Construction (EDC), and (ii) the Motion for Reconsideration filed by respondent Public Estates Authority (PEA) of our June 8, 2009 Decision, the *fallo* of which reads:

> **WHEREFORE**, the petition is **PARTIALLY GRANTED**. The assailed Joint Decision and Joint Resolution of the Court of Appeals in CA-G.R. SP Nos. 59308 and 59849 are **AFFIRMED** with **MODIFICATIONS**. Respondent Public Estates Authority is ordered to pay Elpidio S. Uy, doing business under the name and style Edison Development and Construction, P55,680,492.38 for equipment rentals on standby; P2,275,721.00 for the cost of idle manpower; and P6,050,165.05 for the construction of the nursery shade net area; plus interest at 6% per annum to be computed from the date of the filing of the complaint until finality of this Decision and 12% per annum thereafter until full payment. Respondent PEA is further ordered to pay petitioner Uy 10% of the total award as attorney's fees.
>
> **SO ORDERED.**[1]

Uy seeks partial reconsideration of our Decision. He argues that:

> I
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> x x x THE HONORABLE COURT ERRED IN THE COMPUTATION OF THE DAMAGES DUE THE PETITIONER FOR THE STANDBY EQUIPMENT COST.
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> II
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> x x x PETITIONER SHOULD BE REIMBURSED FOR COSTS INCURRED FOR ADDITIONAL HAULING DISTANCE OF TOPSOIL ALSO BECAUSE THE EVIDENCE ON RECORD CONFIRMS THE EXISTENCE OF RESPONDENT PEA'S WRITTEN CONSENT, AND THE FACT THAT IT IS INDESPENSABLE TO COMPLETING THE PROJECT. WITHOUT SUCH ASSURANCE OF

REIMBURSEMENT, PETITIONER WOULD NOT HAVE TAKEN SUCH PRUDENT ACTION.

III

x x x PETITIONER SHOULD BE ALLOWED TO RECOVER THE COSTS HE INCURRED FOR THE MOBILIZATION OF WATER TRUCKS ALSO BECAUSE RESPONDENT BREACHED ITS OBLIGATIONS UNDER THE CONTRACT.

IV

WITH REGARD TO THE COURT OF APPEALS' ILLEGAL INJUNCTION PREVENTING PETITIONER FROM RECOVERING HIS CLAIMS AGAINST RESPONDENT PEA IN CIAC CASE NO. 03-2001, THIS SHOULD HAVE BEEN LIFTED SINCE IT INVOLVES CLAIMS SEPARATE AND DISTINCT FROM THE CASE *A QUO*.[2]

PEA, on the other hand, assails the Decision on the following grounds:

I.

THE FACTUAL FINDINGS AND CONCLUSIONS OF THE CONSTRUCTION INDUSTRY ARBITRATION COMMISSION (CIAC) INSOFAR AS THE ARBITRAL AWARD TO PETITIONER IS CONCERNED, WHICH THE COURT OF APPEALS AND THE FIRST DIVISION OF THIS HONORABLE COURT AFFIRMED, HAS LONG BECOME FINAL AND EXECUTORY.

II.

THE CIAC ARBITRAL AWARD HAD ALREADY BEEN IMPLEMENTED UNDER WRIT OF EXECUTION DATED 19 SEPTEMBER 2000, WRIT OF EXECUTION DATED 31 AUGUST 2001 AND SUPPLEMENTAL WRIT OF EXECUTION DATED 10 APRIL 2002.[3]

We will deal first with Uy's motion.

Uy objects to the factor rate used in the computation of the award for standby equipment costs. He points out that the actual number of equipment deployed and which remained on standby, occasioned by the delay in delivery of work areas, has not been considered in the computation. The Association of Carriers and Equipment Lessors (ACEL) rate or the factor rate used was only the total average rate, without regard to the actual number of equipment deployed. He, therefore, insists that an increase in the award is in order.

We find Uy's argument on this point meritorious; and this Court is swayed to modify the formula used in the computation of the award.

The Certification,[4] dated December 6, 1996, shows that EDC mobilized the following equipment for the Heritage Park Project, *viz.*: