



Republic of the Philippines
 Province of Cavite
 City of Bacoor



5th SANGGUNIANG PANLUNGSOD

COMMITTEE/S		TITLE OF PROPOSED MEASURE	CONTROL NUMBER	
<i>Committee on Public Works and Highways</i>		REQUEST FOR AUTHORITY OF THE CITY MAYOR TO ENTER INTO AND SIGN THE LICENSING AGREEMENT WITH DPWH FOR DREDGING ACTIVITIES.	PCR 039-2022	
VENUE	Sangguniang Panlungsod Session Hall		DATE/TIME	August 08, 2022/ 10:30 AM

**COMMITTEE REPORT
 NO. PWH 003-S-2022**

The 6th Regular Session of the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite, the committee on Public Works and Highways Chairman Levy M. Tela said that the dredging activities will minimize the problem in flooding in our City. Hon. Tela moved that the above-mentioned subject matter be approved and was unanimously seconded by the members present.

RECOMMENDATION:

In view of the foregoing, the committee respectfully recommends the above-mentioned subject matter be **APPROVED**.

WE HEREBY CERTIFY that the contents of the foregoing report are true and correct.



Republic of the Philippines
Province of Cavite
City of Bacoor

5th SANGGUNIANG PANLUNGSOD

Signed this 10th day of August 2022 at the City of Bacoor, Cavite.

Committee on Public Works and Highways


HON. LEVY M. TELA
Chairman


HON. ROBERTO L. ADVINCULA
Vice-Chairman


HON. MICHAEL E. SOLIS
Member


HON. ROGELIO M. NOLASCO
Member



Republic of the Philippines
 Province of Cavite
 City of Bacoor



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VENUE	Sangguniang Panlungsod Session Hall		DATE/TIME	August 08, 2022/ 10:30 A.M.

MINUTES OF COMMITTEE HEARING

NO. PWH 003-S-2022


The regular session started at exactly 10:30 a.m. The Presiding Officer /Acting Vice Mayor Hon. Catherine S. Evaristo referred the subject matter to Hon. Levy M. Tela, Chairman on Committee on Public Works and Highways. Hon. Tela said that the dredging activities will minimize the problem in flooding in our City. Hon. Tela moved for the approval of the said Resolution and was unanimously seconded by the members present.

The said resolution was approved during the regular session of the Sangguniang Panlungsod of the City of Bacoor last August 08, 2022.

Prepared by:


ELENA B. SOMBRANO
 Clerk

Attested by:


HON. LEVY M. TELA
 Chairman



G.14 For Committee Hearing: POCR 039-2022-Request for authority of the City Mayor to enter into and sign the Licensing Agreement with DPWH for dredging activities.

 Republic of the Philippines
Province of Cavite
CITY OF BACOOR
Office of the Mayor

July 29, 2022

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor of Bacoor
Bacoor Government Center
Bacoor, Cavite

TO: Atty. Khalid Atega Jr.
Sangguniang Panglungsod Secretary

SUBJECT: Request for Authority to Enter Into and Sign the Licensing Agreement with DPWH for Dredging Activities

Ladies and Gentlemen:

The City Government of Bacoor under Republic Act No. 10160 is mandated to ensure the delivery of basic services and the provision of adequate facilities to our community, and in addition thereto, shall coordinate the implementation of technical services, including public works and infrastructure programs, rendered by national offices. In connection thereto, the DPWH has offered assistance to remedy the flooding being experienced in the City of Bacoor. The DPWH's conduct of dredging activities at the Inna River is expected to improve the socio-economic condition of our fellow Bacoreños. Attached herewith is a draft Memorandum of Agreement from the DPWH for your perusal.

In view thereof, I respectfully request the esteemed members of the Sangguniang Panglungsod to perform the appropriate actions that will grant me the authority to enter into and sign the above-mentioned Memorandum of Agreement.

Respectfully yours,


STRIKE B. REVILLA
City Mayor






Address: Bacoor Government Center, Bacoor City, Cavite Region, City of Bacoor, Cavite
Telephone: 234-1111 Website: www.bacoor.gov.ph

[BACK](#)



Republic of the Philippines
DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS
CAVITE 3RD
DISTRICT ENGINEERING OFFICE
REGIONAL OFFICE IV-A
Cavite, Cavite

July 21, 2022

Hon. **STRIKE B. REVILLA**
Mayor
City of Bacoor

**SUBJECT : Memorandum of Agreement for the Dredging
Activity at Imus River, Bacoor City**

Please be informed that the Dredging Activity at Imus River will commence tentatively on August 1, 2022. Hence, attached herewith is the Memorandum of Agreement between the Department of Public and Highways – Cavite 3rd District Engineering Office and LGU Bacoor City for your review and approval.

We are looking for your immediate response.

DONATO CUNA
District Engineer

RA4 5.2 RA4/SDC

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MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This **MEMORANDUM OF AGREEMENT** (or the "Agreement"), entered into and executed this ____ day of _____, 20____ at the City of Bacoor, Province of Cavite, Philippines by and between:

The **DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS, CAVITE 3rd District Engineering Office (DEO)**, an agency of the national government with office address at Carmona, Cavite, duly represented herein by District Engineer, **ENGR. DONNIE D. CURIA**, herein after referred to as "DPWH"

And

The **CITY GOVERNMENT OF BACOOR**, a local government unit existing under the laws of the Republic of the Philippines, with principal office and postal address at Bacoor Government Center, Molino Boulevard, Brgy. Bayanan, Bacoor City, Cavite, represented by its City Mayor, **HON. STRIKE B. REVILLA**, pursuant to her authority conferred and embodied in Sanggunian Panglungsod Resolution No. _____ approved _____, 2022, of the City Council of Bacoor City, Cavite, hereinafter referred to as "**LGU BACOOR**"

"Party" shall mean DPWH or LGU BACOOR, if applicable, while the term "parties" shall mean DPWH and LGU BACOOR, collectively.

WITNESSETH

WHEREAS, it is the basic policy of the government to ensure the expeditious delivery of service to the people, thereby accelerating economic development and strengthening peace and security in the area;

WHEREAS, the City of Bacoor experiences flooding which affects the socio-economic conditions of its constituents;

WHEREAS, an intervention must be implemented in the Imus River to relieve the flooding in the area;

WHEREAS, the LGU BACOOR does not have the necessary equipment to conduct dredging works in the said rivers;

WHEREAS, the DPWH is willing to extend support to LGU BACOOR by undertaking dredging operations at the Imus River, which when completed will help improve the socio-economic condition of the people in the area;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual covenants and stipulation hereinafter set forth, the parties herein agree as follows:

- A. EQUIPMENT AND PROJECT DETAILS.** The DPWH assigns the Equipment to dredge the Imus River as requested by LGU BACOOR. The equipment description is, as follows:

B.

Amphibious Excavator

Volvo DX140C

Unit Serial No. DHKCEBAAA0006737

BOE-FED-ARE No. 2014-032

The above-described Equipment shall be used solely and exclusively, to wit:

NAME OF PROJECT	LOCATION
-----------------	----------

Government of the Republic of the Philippines
(City Government of Bacoor)
ENGR. DONNIE D. CURIA
District Engineer
City of Bacoor, Cavite City

HON. STRIKE B. REVILLA
City Mayor, Bacoor City

Government of the Republic of the Philippines
(Department of Public Works and Highways)
ENGR. DONNIE D. CURIA
District Engineer
City of Bacoor, Cavite City

Government of the Republic of the Philippines
(Department of Public Works and Highways)
ENGR. DONNIE D. CURIA
District Engineer
City of Bacoor, Cavite City

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NAME OF PROJECT	LOCATION
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Government of the Republic of the Philippines
(City Government of Bacoor)
By: **ENGR. DONNIE D. CUNA**
District Engineer
City of Bacoor, Cavite City

LEVY F. MATIPUNAN JR.
Chief, Management Division
Region IV-A

Government of the Republic of the Philippines
(Department of Public Works and Highways)
By: **DONNIE D. CUNA**
District Engineer
Cavite 3rd District Engineering

[BACK](#)



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NAME OF PROJECT	LOCATION
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Government of the Republic of the Philippines
(City Government of Bacoor)
ENGR. DONNIE D. CUNA
District Engineer
Cavite 3rd District Engineering

ENGR. ROBERTO NITLA
City Engineer
Cavite 3rd District Engineering

HON. STRIKE B. REVILLA
City Mayor
Bacoor City

LEVI P. MARTINIANO JR.
Chief, Equipment Management Division
Region III - 4

Government of the Republic of the Philippines
(Department of Public Works and Highways)
ENGR. DONNIE D. CUNA
District Engineer
Cavite 3rd District Engineering

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NAME OF PROJECT	LOCATION
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Government of the Republic of the Philippines
(City Government of Bacoor)
ENGR. DONNIE D. CUNA
Dist. Engr., Bacoor City

HON. STRIKE B. REVILLA
City Mayor, Bacoor City

Government of the Republic of the Philippines
(Department of Public Works and Highways)
ENGR. DONNIE D. CUNA
District Engineer
Cavite 3rd District Engineering Office

LEVI P. KATIPUNAN JR.
Chief, Equipment Management Division
Region IV-A

[BACK](#)



Dredge of Imus River	Bacoor, Imus River
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C. RESPONSIBILITIES OF DPWH

1. Oversees the execution of the project and operation of the equipment;
2. Administer the use of funds provided for the project by the DPWH Central Office which cover the operational, maintenance and repair expenses of the equipment;
3. Assign on temporary basis the Amphibious Excavator (K4-54) for the period indicated in the Dredging Plan which may be extended subject to approval of the Dredging Program Management Team. However, the said equipment may be subject for recall or pull out anytime during the unauthorized period when interest so demand or during emergency to prevent loss of lives and properties;
4. Provide personnel with expertise needed to execute the project on time based on the approved Dredging Plan;
5. Implement the dredging project in accordance with the approved Dredging Plan and specifications;
6. Appraise the higher authorities as maybe necessary regarding its accomplishments and any other problems encountered concerning the operation;
7. Monitoring and supervise the implementation of preventive maintenance of the dredge;
8. Ensure strict compliance of the dredge and dredging project to policies and regulations; and
9. Provide vehicle for the transport of fuels, oils and lubricants needed by the equipment.

D. RESPONSIBILITIES OF LGU BACOR:

1. Secure the appropriate Environmental Clearance (Certificate of Non-Coverage or Environmental Certificate) from DENR;
2. Ensure that possible obstruction for the dredging operations is cleared prior to equipment deployment;
3. Secure right of way from concerned land owners/entities that may be affected by the dredging;
4. Provide additional staff/personnel at its own expense as may be necessary to provide support for efficient implementation of the dredging works as well to as safety and security of the equipment.
5. Provide bunkhouse/field office and food allowance for the dredge crew
6. Provide the hauling equipment (e.g., Dump truck and payloador) needed for the management of spoils.

E. EFFECTIVITY AND TERMINATION

Unless otherwise terminated as provide herein, this agreement shall take effect immediately upon signing of both parties, and shall remain in force until utilization of the project, or unless sooner terminated by mutual consent of the parties in writing. This Agreement may be terminated in the event of a default by the other party of any its

Government of the Republic of the Philippines
(City Government of Bacoor)
BAC

ENGR. BERRY AUSTIA
City Engineer, Bacoor City

NON. STEVEN B. REVELLA
City Mayor, Bacoor City

LEVIN P. MARTINEZ JR.
Chief, Equipment Management Section
Region IV-A

Government of the Republic of the Philippines
(Department of Public Works and Highways)
DPWH

JOSEPHINE D. CHAN
District Engineer
Office of District Engineer

[BACK](#)



Dredge of Imus River	Bacoor, Imus River
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C. RESPONSIBILITIES OF DPWH

1. Oversee the execution of the project and operation of the equipment;
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Government of the Republic of the Philippines
(City Government of Bacoor)
BY:
ENGR. JERRY AUSTRIA
CE, Civil Engineer, Bacoor City

MON. VERDE B. REVILLA
City Mayor, Bacoor City

LEVY P. KATIPUNAN JR.
Chief, Treatment Management Division
Region IV-A

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Government of the Republic of the Philippines
(Department of Public Works and Highways)
BY:
ROMMEL S. CRUZ
District Engineer
Civil PE District Engineering

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Dredge of Imus River	Bacoor, Imus River
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Government of the Republic of the Philippines
Department of Public Works and Highways

ENGR. JERRY AVENA
CE, City Engineer, Bacoor City

MON. VERDE B. REVILLA
City Mayor, Bacoor City

LEVI P. KATIPANAN JR.
Chief, Equipment Management Division
Bacoor City

Government of the Republic of the Philippines
Department of Public Works and Highways

ANGELINA LUNA
District Engineer
Cavite District Engineering

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Dredge of Imus River	Bacoor, Imus River
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Government of the Republic of the Philippines
(City Government of Bacoor)
BY:
ENGR. LEOVY KUTMA
CEC, City Engineer, Bacoor City

ADON STRENE S. REVILLA
City Mayor, Bacoor City

LEVI F. KATIPUMAN JR
Chief, Treatment Management Division
Laguna, Inc.

Government of the Republic of the Philippines
(OFFICE OF PUBLIC WORKS AND HIGHWAYS)
BY:
JOSEPHINE R. LUNA
District Engineer
Civil 2nd District Engineering

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obligation and shall be automatically terminated upon the realization of the purposes of this Agreement.

In WITNESS WHEREOF, the parties have hereto affixed their signatures, this ____ day of _____, 20____ at the City of Bacoor, Cavite, Philippines.

DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS CAVITE 3RD DEO

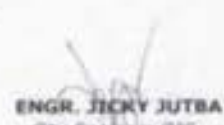
CITY GOVERNMENT
OF BACOR


DONNIE D. CUNA
District Engineer

STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

LEVY P. KATIPUNAN JR
Chief, Equipment Management Division


ENGR. JACKY JUTBA
City Engineer OIC

ACKNOWLEDGEMENT

Republic of the Philippines
Province of Cavite] S.S.
City of Bacoor]

BEFORE ME, personally appeared the following persons, to wit:

Name	ID No.	Date /Place of Issue
------	--------	----------------------

DONNIE D. CUNA	_____	_____
STRIKE B. REVILLA	_____	_____

Both known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of three (3) pages, including this acknowledgement page, which they signed and acknowledge before me as their free and voluntary act and deed as well as of the Parties they represent.

WITNESS MY HAND AND SEAL, this _____ of _____ at _____, Philippines

Notary Public

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

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DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS CAVITE 3RD DEO

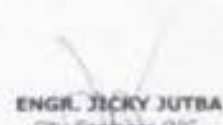
CITY GOVERNMENT
OF BACOR


DONNIE D. CUNA
District Engineer

STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:

LEVY P. KATIPUNAN JR.
Chief, Equipment Management Division


ENGR. JICKY JUTBA
City Engineer OIC

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Republic of the Philippines
Province of [Cavite] S.S.
City of [Bacoor]

BEFORE ME, personally appeared the following persons, to wit:

Name	ID No.	Date /Place of Issue
------	--------	----------------------

DONNIE D. CUNA	_____	_____
STRIKE B. REVILLA	_____	_____

Both known to me to be the same persons who executed the foregoing Memorandum of Agreement consisting of three (3) pages, including this acknowledgement page, which they signed and acknowledge before me as their free and voluntary act and deed as well as of the Parties they represent.

WITNESS MY HAND AND SEAL, this _____ of _____ at _____, Philippines

Notary Public

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

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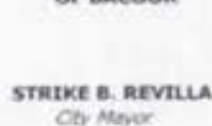
obligation and shall be automatically terminated upon the realization of the purposes of this Agreement.

In WITNESS WHEREOF, the parties have hereto affixed their signatures, this ____ day of _____, 20__ at the City of Bacoor, Cavite, Philippines.

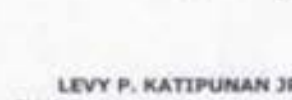
DEPARTMENT OF PUBLIC WORKS
AND HIGHWAYS CAVITE 3rd DEO

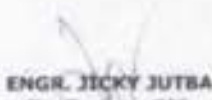
CITY GOVERNMENT
OF BACOR


DONNIE D. CUNA
District Engineer


STRIKE B. REVILLA
City Mayor

SIGNED IN THE PRESENCE OF:


LEVY P. KATIPUNAN JR.
Chief, Equipment Management Division


ENGR. JICKY JUTBA
City Engineer OIC

ACKNOWLEDGEMENT

Republic of the Philippines
Province of Cavite, S.S.
City of Bacoor

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