



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Office of the Sangguniang Panlungsod



DISTRICT I

HON. CATHERINE SARINO-EVARISTO

City Councilor

HON. MIGUEL N. BAUTISTA

City Councilor

HON. ADRIELITO G. GAWARAN

City Councilor

HON. MANOLO S. GALVEZ JR.

City Councilor

HON. RICARDO F. UGALDE

City Councilor

HON. LEVY M. TELA

City Councilor

DISTRICT II

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City Councilor

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HON. SIMPLICIO G. DOMINGUEZ

City Councilor

HON. HORACIO M. BRILLANTES JR.

City Councilor

HON. RANDY C. FRANCISCO

City Councilor- ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

Attested by:

ATTY. KHALID A. ATEGA, JR.

Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Approved:
HON. STRIKE B. REVILLA
City Mayor

CITY RESOLUTION No. 2025-900
Series of 2025

A RESOLUTION AUTHORIZING THE HONORABLE CITY MAYOR STRIKE B. REVILLA TO ENTER INTO AND SIGN, FOR AND ON BEHALF OF THE CITY GOVERNMENT OF BACOOR A MEMORANDUM OF AGREEMENT (MOA) WITH THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH) FOR THE IMPLEMENTATION, PROCUREMENT, FUND TRANSFER, AND COMPLETION OF THE BASIC EDUCATION FACILITIES FUND (BEFF) – CONSTRUCTION OF CLASSROOMS UNDER FY 2024 AND FY 2025, AND FOR OTHER PURPOSES.

Sponsored by:

Hon. Roberto L. Advincula, Hon. Miguel N. Bautista, Hon. Horacio M. Brillantes Jr., Hon. Palm Angel S. Buncio Hon. Simplicio G. Dominguez, Hon. Catherine S. Evaristo, Hon. Reynaldo M. Fabian, Hon. Randy C. Francisco, Hon. Manolo S. Galvez Jr., Hon. Adrielito G. Gawan, Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Levy M. Tela and Hon. Ricardo F. Ugalde

WHEREAS, it is a settled principle in local governance that any contractual undertaking with departments or agencies of the National Government requires prior authorization from the Sangguniang Panlungsod to render such undertaking valid and enforceable;

WHEREAS, the Department of Public Works and Highways (DPWH), under the Special Provisions of the General Appropriations Act (GAA) for FY 2024 and FY 2025, has been designated as the implementing agency for the Basic Education Facilities Fund (BEFF) – Construction of Classrooms;

WHEREAS, the GAA expressly mandates that funds appropriated for the PROJECT are subject to strict obligation and disbursement deadlines — specifically until December 31, 2025 for FY 2024 funds and December 31, 2026 for FY 2025 funds — thereby necessitating timely execution of all required agreements;

WHEREAS, the City Government of Bacoor has proposed the establishment, construction, and completion of the PROJECT under the said BEFF, in view of the clear and growing need for adequate classroom facilities within the locality;



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8 years
in a row!
AWARDEE
BACOOR PILIPINAS

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Sangguniang Panlungsod SecretaryCertified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding OfficerApproved:
HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the DPWH, through its District Engineering Office, has indicated its readiness to undertake the necessary coordination with the LGU for purposes of fund transfer, procurement, technical supervision, and project oversight, consistent with Department Order No. 62, series of 2018;

WHEREAS, Republic Act No. 12009 (New Government Procurement Act) and its Implementing Rules and Regulations permit the outsourcing of procurement functions to other government agencies through a duly executed Memorandum of Agreement, subject to the conditions set forth therein;

WHEREAS, the draft MOA outlines in detail the duties of each PARTY—the DPWH, DepEd, and the LGU—including the transfer, handling, utilization, and liquidation of funds strictly in accordance with COA Circulars Nos. 94-013, 2012-001, 2016-002, 2017-002, and other related issuances;

WHEREAS, the proposed fund transfer to the LGU shall be treated as a trust liability, subject to full accounting, audit, and liquidation procedures, thereby ensuring transparency, accountability, and orderly financial administration;

WHEREAS, the PROJECT includes responsibilities such as soil investigation, preparation of complete engineering plans and designs, pre-construction activities, procurement proceedings under RA 12009, periodic reporting, issuance of Certificates of Completion (COC), Certificates of Final Acceptance (CFA), and final liquidation;

WHEREAS, past experience in infrastructure implementation has shown that close coordination between the National Government and the Local Government Unit expedites project delivery, minimizes administrative delays, and ensures that local conditions are properly taken into account;

WHEREAS, the LGU possesses factual familiarity with site conditions, local terrain, and logistical considerations that are essential in the execution of classroom construction projects, thereby making its participation both practical and necessary;

WHEREAS, the DPWH has acknowledged that certain areas may be better served through localized implementation in view of accessibility, community engagement, and the ability of the LGU to monitor day-to-day progress of works;



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Sangguniang Panlungsod Secretary

Certified by:
HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Approved:
HON. STRIKE B. REVILLA
City Mayor

WHEREAS, the construction of new classrooms under the BEFF is expected to ease congestion in existing school buildings, address long-standing shortages, and support the statutory mandate to provide suitable learning environments for the youth;

WHEREAS, the LGU's engineering and administrative offices have signified their readiness to assume the responsibilities specified in the MOA, and have the personnel and technical capacity to undertake project supervision and coordination;

WHEREAS, adherence to the procurement schedules prescribed under RA 12009 requires the prompt authorization of the Local Chief Executive so that procurement activities may commence without risk of lapsing appropriations;

WHEREAS, failure to execute the MOA within a reasonable period may result in delays, or worse, the forfeiture or reversion of appropriated funds, to the prejudice of the locality and its public school system;

WHEREAS, the Sangguniang Panlungsod has examined the draft MOA and has found its provisions to be consistent with prevailing statutes, administrative regulations, COA issuances, and the general principles of public finance;

WHEREAS, the execution of the MOA will not impose any unlawful burden upon the LGU, and all obligations therein are confined to duties already recognized under existing laws governing local construction and procurement;

NOW THEREFORE, upon motion of Councilor Manolo S. Galvez, unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 6th Sangguniang Panlungsod in regular session assembled to authorize the Honorable Mayor, Strike B. Revilla, to sign the Memorandum of Agreement for and on behalf of the City Government of the City of Bacoor, Cavite with the Department of Public Works and Highways (DPWH) on the implementation, procurement, fund transfer and completion of the construction of classrooms under the Basic Education Facilities Fund (BEFF) for fiscal years 2024 and 2025 for the benefit of learners in the City of Bacoor, Cavite.

APPROVED this 1st day of December 2025 at the City of Bacoor, Cavite.



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City Councilor

HON. RANDY C. FRANCISCO

City Councilor-ABC President

HON. PALM ANGEL S. BUNCIO

City Councilor- SK Federation President

I hereby certify that the foregoing Resolution was duly approved by the 6th Sangguniang Panlungsod of the City of Bacoor, Cavite.

Certified Correct:

Rowena Bautista
HON. ROWENA BAUTISTA-MENDIOLA

City Vice Mayor/Presiding Officer

Attested by:

Khaid A. Atega
ATTY. KHAID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Approved:

Strike B. Revilla
HON. STRIKE B. REVILLA

City Mayor



Attested by:

ATTY. KHALID A. ATEGA, JR.
Sangguniang Panlungsod Secretary

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor/Presiding Officer

Approved:

HON. STRIKE B. REVILLA
City Mayor

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and executed this _____ day of _____ 2025
in [Place of Issuance], by and between:

The DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS (DPWH), a National Government Agency created and existing under the laws of the Republic of the Philippines, with office address at [DEO Address], duly represented by its District Engineer, [Name of DE], as authorized by DPWH Secretary VIVENCIO B. DIZON, per Memorandum dated [issuance of approved authority], as the Source Agency, and hereinafter referred to as the "DPWH";

and -

The [Local Government Unit], with office address at [Office Address], represented by [LGU Head/Representative Name], and duly authorized under [LGU Resolution No.] as the Implementing Agency, and hereinafter referred to as the "LGU";

The DPWH and the LGU shall collectively be referred to as the "PARTIES".

WITNESSETH:

WHEREAS, Special Provision of the General Appropriations Act (GAA) FY 2024 and FY 2025 provides that the Basic Education Facilities Fund (BEFF) – Construction of Classrooms shall be directly released to the DPWH for implementation;

WHEREAS, pursuant to funds allocated therein can only be obligated and disbursed within a two-year period or until December 31, 2025 (for the partial funds under FY 2024) and December 31, 2026 (for the partial funds under FY 2025);

WHEREAS, the DPWH is the engineering and construction agency of the Republic of the Philippines, capable to undertake provide technical services and supervise the construction;

WHEREAS, the LGU proposes the following PROJECT, under the FY 2024 and FY 2025 BEFF – Construction of Classrooms:

herein referred to as the "PROJECT";

WHEREAS, the LGU, to meet the national development objectives within the prescribed timetable, requested to implement the procurement, implementation, and completion of the PROJECT;

WHEREAS, the LGU requested the transfer of the allocated funds for the PROJECT from DPWH to LGU, in accordance with DPWH Department Order (DO) No. 62, series of 2018, Revised Guidelines for the Implementation of DPWH Projects (by Administration or Contract) by Local Government Units (LGUs), and all applicable existing and prevailing laws, rules, and regulations;

WHEREAS, the Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 12009 (New Government Procurement Act) authorize the Head of the Procuring Entity to outsource the procurement by requesting other government agencies to undertake such procurement for them, through the execution of a Memorandum of Agreement (MOA) containing specific arrangements and stipulations, in accordance with government budgeting, accounting and auditing rules;

WHEREAS, the have mutually agreed to execute a MOA for the implementation of the PROJECT in accordance with RA No. 12009 and its IRR, and the procurement and implementation of the PROJECT until its completion;

WHEREAS, the PROJECT must be completed in accordance with GAA FY 2025;

NOW, THEREFORE, for and in consideration of the foregoing premises, the PARTIES hereby agree as follows:

ROLES AND RESPONSIBILITIES OF DPWH

Allocate the amount of [Four Hundred Two Hundred TwentyOne Thousand One Hundred SixtyEight] [Php497,221,168.00] for the PROJECT;

Subject to the timely submission of all documentary requirements specified in Item II, transfer to the LGU, pursuant to the provisions of Commission on Audit (COA) Circular Nos. 94-013, the cash allocation for the PROJECT in the amount of [Four Hundred Ninety Five Million Nine Hundred Seventy Five Thousand] [Php495,975,000], net of [0.25% EAÖ], pursuant to the said COA circular, DPWH issuances, and GAA FY 025; and

The grant, utilization, and liquidation of funds in relation to the implementation of the PROJECT shall be treated as a trust liability by the LGU, and in accordance with COA Circular No. 94-013 dated December 13, 1994 (Rules and Regulations in the Grant, Utilization and Liquidation of Funds Transferred to Implementing Agencies); COA Circular No. 2012-001 dated June 14, 2012 (Prescribing the Revised Guidelines and Documentary Requirements for Common Government Transactions); COA Circular No. 2016-002 dated May 31, 2016 (Updates on Prescribing the Revised Guidelines and Documentary Requirements for Fund Transfers); and COA Circular No. 2017-002 dated October 25, 2017 (Clarification of Commission on Audit (COA) Circular No. 2016-002 dated May 31, 2016 on the Updates on Prescribing the Revised Guidelines and Documentary Requirements for Fund Transfers in relation to COA Circular No. 2012-001 dated June 14, 2012, on the Revised Guidelines and Documentary Requirements for Common Government Transactions); and other relevant government accounting and auditing rules and regulations.

ROLES AND RESPONSIBILITIES OF DEPED

1. Ensure the compliance of the PROJECT with the approved
2. Ensure that the PROJECT complies with all applicable engineering codes, standards, and technical requirements, in accordance with DepEd policies and national construction regulations; and
3. Submit and endorse to the DPWH the accomplished Liquidation Report, COC, and CPA from the LGU, upon determination that the PROJECT is completed in accordance with all applicable laws, rules, and regulations.

ROLES AND RESPONSIBILITIES OF LGU

Acknowledge receipt of the allotment of funds from the DPWH, to cover the cost of the PROJECT;

Issue official receipt for every amount received from the DPWH to cover the cost of the PROJECT;

Deposit the amount with its authorized depository bank and keep separate subsidiary records for the trust liability;

Conduct soil investigation for the preparation of plans;

Approve the Final Detailed Engineering and Architectural Design (DAED) Plans and Program of Works, together with all supporting and pertinent documents, as endorsed by the DPWH, the original DAED having originated from and been prepared by the DPWH.

Prepare and conduct Pre-Construction Activities, to ensure the award of the PROJECT within the validity of appropriation or until 31 December 31, 2026, to wit:

Prepare and conduct the procurement process for the project pursuant to RA No. 12009 and its IRR;

Prepare and approve the appropriate contract documents and agreements required for the PROJECT;

Provide full-time personnel, preferably a Project Engineer or Team Leader, to supervise and oversee the PROJECT, and coordinate with the DPWH to ensure that the PROJECT conforms to the approved plans, specifications, program of work, and within the budget and time schedule;

Provide such other requirements relevant to the PROJECT, including the necessary clearances, and similar exit-entry permits in the area of work, and an area for electrical and water supply as a temporary shelter/bunkhouse for

construction workers and a storage shed for the protection of construction materials for the duration of the PROJECT;

Regularly monitor and evaluate the PROJECT progress to identify possible areas for improvement and to ensure the quality, safety, and integrity of the structures constructed;

Submit to the DepEd and DPWH periodic reports regarding progress of works, problems encountered, construction force, statement of work accomplished (SWA), and billing of the contractor evaluated by LGU;

Submit to the DepEd and DPWH the reports of disbursements, pursuant to COA Circular No. 94-103;

Evaluate and make recommendations on all requests for proposals for changes, amendments, or any variation orders, and ensure proper execution of such variation orders as authorized by the DepEd;

Assume responsibility for any contingency and/or liability that may arise directly or indirectly during the construction activities due to the fault of LGU, provided that findings of fault are supported by competent and sufficient evidence;

Conduct joint inspection with DepEd of the completed works and issue the COC to the contractor after having found that the PROJECT has been satisfactorily completed in accordance with the approved plans and specifications; and approve the COC and Final Inspection Report and the final discharge of the Contractor from any liability that may arise under the Project Contract;

Conduct joint inspection with DepEd prior to the expiration of the Defects Liability Period, which is one (1) year from the issuance of the COC;

Upon verification by LGU representatives that the PROJECT has no defects and issues, approve the CFA to the contractor;

Secure DepEd acknowledgement for the completed PROJECT;

Provide the DepEd and DPWH copies of the COC and CFA, both approved by the LGU and conformed by the contractor;

Upon issuance of COC, submit Liquidation Report to DPWH, including the As-built Plans, original copy of Occupancy Permit, Warranty Certificate of roofing and water-proofing, Operations Manuals and Warranty Certificate of all equipment installed such as but not limited to the generator set, pump, air-

conditioning unit, and elevator, with the permit to operate, and other documents relevant to the PROJECT;

Ensure that all warranties and representations under R.A. No. 12009 and its IRR and other applicable laws are enforced in the interest of the DepEd and the public service, in general;

Shall be responsible for the settlement of any suspension or disallowances; and

Return to the DPWH any unused balance and Refund of disallowance upon completion of the within thirty (30) days upon project completion with the COA Notice of Allowance, whichever is applicable.

ROLES AND RESPONSIBILITIES OF ALL PARTIES

The grant, utilization and liquidation of funds for the implementation of the PROJECT shall be governed by the generally accepted principles of accounting and auditing rules and procedures, and relevant laws, including but not limited to COA Circular No. 94-013 dated December 13, 1994; COA Circular No. 2012-001 dated June 14, 2012; COA Circular No. 2016-002 dated May 31, 2016; and COA Circular No. 2017-002 dated October 25, 2017; and other relevant government accounting and auditing rules and regulations;

In the event that, upon completion of the PROJECT and the corresponding liquidation thereof, there remains an excess or unutilized balance of the funds transferred for the PROJECT, such excess shall, subject to COA rules and DPWH confirmation, be allocated exclusively for land development, site preparation, or other ancillary and directly related infrastructure works necessary for the functionality, safety, or usability of the classroom facilities constructed under this PROJECT; Provided, That such supplementary works fall within the general scope and purpose of the BEFF allocation and are supported by appropriate technical justification, and Provided, further, That no portion of said excess shall be diverted to expenditures unrelated to the PROJECT.

Represent that they have the requisite power, authority, and capacity to sign, execute, and deliver the Schedule of Transfer/Release of PROJECT funds, construction schedule, and such other agreements and documents in furtherance, or in the implementation, of this MOA, of which the subsequent documents shall form integral parts here;

Comply with the pertinent laws, rules, and regulations of the Government of the Republic of the Philippines, including RA No. 12009 and its IRR; and

This MOA shall be binding upon the parties hereto and their respective successors in interest and assigns. All other terms and conditions subsequently agreed upon by the parties after the signing of this MOA shall constitute an addendum thereto and form an integral part thereof.

MISCELLANEOUS PROVISIONS

LGU shall identify the disbursement of its EAO Expenses funds as authorized for the detailed engineering activities and monitoring and supervision of the PROJECT in accordance with the GAA and existing DBM guideline and issuances, and DPWH DO No. 7, series of 2025 (Breakdown of the Allocation of the Authorized Deductions from Project Related Expenses to be used for Engineering and Administrative Overhead (EAO) and MOOE under FY 2025 GAA, DPWH Budget);

All releases, payments, reimbursements, and preparation of books of accounts made pursuant to this Agreement shall be subject to pertinent laws, rules, and government budgeting, accounting, and auditing procedures;

Any necessary data/information shall be gathered with the consent of the data subject, declared, specified, and used for legitimate purposes in relation to this PROJECT, and shall be appropriately protected pursuant to RA No. 10173 (Data Privacy Act of 2012). All data/information shall be stored and disposed of in accordance with the law;

Any provision of this MOA declared illegal, invalid, or unconstitutional by a court of law shall not affect the rest of the other provisions that shall remain valid, subsisting, and binding.;

The PARTIES may terminate this MOA, in whole or in part, at any time for its convenience if the existence of conditions is determined to cause the project implementation to be economically, financially, or technically impractical and/or unnecessary, such as but not limited to fortuitous event(s) or changes in law and national government policies

This Agreement may be terminated by any of the PARTIES by serving a Notice of Termination at least thirty (30) days before the date of the intended termination;

Any amendment, modification, or revision of the provisions of this MOA shall be done only in writing and with the consent of all the PARTIES. Such amendment or revision shall form part of the Agreement; and

The PARTIES shall keep all proprietary and sensitive information obtained through the course of the PROJECT with strict confidentiality.

EFFECTIVITY

This Agreement shall take effect immediately upon signing of both PARTIES, and shall remain in full force and effect until the purpose for which it is intended is completely served or revoked, unless sooner revoked upon mutual written consent of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have hereunto affixed their signatures on
_____ (date) at

SIGNED IN THE PRESENCE OF:

DPWH Witness:

LGU Witness:

ACKNOWLEDGEMENT

REPUBLIC OF THE PHILIPPINES)

QUEZON CITY) S.S.

BEFORE ME A NOTARY PUBLIC for and in _____ this _____ day of
_____, 2025 personally appeared:

Name

I.D. No.

Series of 2025

Book No. _____

Page No. _____

Doc No. _____

NOTARY PUBLIC

date and place hereinaabove stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the

This instrument refers to a Memorandum of Agreement consisting of eight (8) pages, including the page on which this Acknowledgment is written, signed by the parties and their witnesses on each and every page thereof.

All known to me and to the same persons who executed the voluntary act and deed as well as that of the entities they respectively represent foregoing instrument and they acknowledge to me that the same is their own free will and

DWP Representative _____

DWP Representative _____