



Republic of the Philippines
Province of Ilocos Sur
MUNICIPALITY OF NARVACAN

OFFICE OF THE SANGGUNIANG BAYAN 2019-2022

Vice Mayor/Presiding Officer:

HON. PABLO C. SANIDAD, SR.

Sangguniang Bayan Members:

HON. EDNA C. SANIDAD

HON. JOSEPH A. TEJADA

HON. JOVENNIANO B. AMBO, JR.

HON. CHARITO C. VILORIA

HON. BERNADETTE C. LIM

HON. LORETO C. CABALLES

HON. EMILIANO C. CLARIN

HON. REINA ALEXA V. ANTOLIN

ABC President:

HON. ROMULO C. REA

SK Federated President:

HON. JOEMAR GREY A. CABICO

Attested:

MARIBEL C. CORRALES
SB Secretary

Approved:

HON. LUIS "CHAVIT" C. SINGSON
Municipal Mayor

EXCERPTS FROM THE MINUTES OF THE THIRD REGULAR SESSION OF THE SANGGUNIANG BAYAN OF NARVACAN, ILOCOS SUR HELD ON JULY 15, 2019 AT THE MUNICIPAL SESSION HALL

RESOLUTION NO. 09-SS
Series of 2019

RESOLUTION GRANTING AUTHORITY TO THE LOCAL CHIEF EXECUTIVE OF THE MUNICIPALITY OF NARVACAN, ILOCOS SUR, HONORABLE LUIS CHAVIT SINGSON TO ENTER INTO AND SIGN A MEMORANDUM OF AGREEMENT FOR AND IN BEHALF OF THE MUNICIPALITY OF NARVACAN WITH THE DEPARTMENT OF AGRARIAN REFORM REPRESENTED BY UNDERSECRETARY HON. BERNIE F. CRUZ (DAR), AND THE BRIDGES MANAGEMENT CLUSTER-UNIFIED PROJECT MANAGEMENT OF THE DEPARTMENT OF PUBLIC WORKS AND HIGHWAYS REPRESENTED BY PROJECT DIRECTOR RODRIGO DELOS REYES CONCERNING THE CONSTRUCTION OF KAKALDINGAN BRIDGE LOCATED AT BARANGAY LUNGOG, NARVACAN, ILOCOS SUR

WHEREAS, Republic Act 6657 of June, 1988, or the Comprehensive Agrarian Reform Law (CARL), and Republic Act 9700 of August 7, 2010, or the Comprehensive Agrarian Reform Program Extension with Reform (CARPER) Law, articulated the legal mandate of the DAR in improving the lot of Filipino farmers in the countryside;

WHEREAS, the DAR through its Program, Tulay ng Pangulo para sa Kaunlarang Pang-Agraryo Project (TPKP) is giving priority to the implementation of high impact and immediately implementable projects and services, including the provision of basic infrastructure specifically bridges which are to link the ARCs to the economic mainstream and open up direct opportunities to enhance farm productivity and income, and to alleviate poverty in the country side;

WHEREAS, under the CARL, the role of the Department of Public Works and Highways (DPWH) has been defined as the executing agency in undertaking agrarian reform infrastructure programs and projects;

WHEREAS, LGU Narvacan is compliant with all the conditions prescribed by the implementing agencies, and chosen as project beneficiary for the construction of the Kakaldingan Bridge located at Barangay Lungog, Narvacan, Ilocos Sur;

WHEREAS, the **Kakaldingan Bridge** has been found to be feasible in accordance with the Criteria for Site Selection and Prioritization as prescribed by the DAR/DPWH-BMC-UPMO and thus officially endorsed by the DAR, as one of the bridges to be implemented;



Republic of the Philippines
 Province of Ilocos Sur
MUNICIPALITY OF NARVACAN

OFFICE OF THE SANGGUNIANG BAYAN 2019-2022

Vice Mayor/Presiding Officer:


 HON. PABLITO V. SANIDAD, SR.

Sangguniang Bayan Members


 HON. EDNA C. MANIDAD


 HON. JOSEPH A. TEJADA


 HON. JOVENNIANO B. AMBO, JR.


 HON. CHARITO C. VILORIA


 HON. BERNADETTE C. LIM


 HON. LORETO C. CABALLES


 HON. EMILIANO C. CLARIN


 HON. REINA ALEXA V. ANTOLIN

ABC President:


 HON. ROMULO C. REA

SK Federated President:


 HON. JOEMAR GREY A. CABICO

Attested:


 MARIBEL C. CORRALES
 SB Secretary

Approved:


 HON. LUIS "CHAVIT" C. SINGSON
 Municipal Mayor

- page 2 -
 Resolution No. 09-SS, Series of 2019...

WHEREAS, LGU Narvacan shall provide counterpart fund for security, acquisition of the Road-Right-of- Way (RROW), and demolishing/clearing of existing structures that may affect construction, if any;

WHEREAS, Sec. 455, paragraph (b), sub-paragraph 1 (vi) of RA 7160 provides that the Local Chief Executive is mandated to represent the Municipality in all its business transactions and sign in its behalf all bonds, contracts and obligations, and such other documents upon authority of the Sangguniang Bayan or pursuant to law or ordinance;

NOW, THEREFORE, on motion duly seconded **BE IT RESOLVED AS IT IS HEREBY RESOLVED**, to grant authority to the Local Chief Executive, Hon. Luis 'Chavit' Singson of the Municipality of Narvacan, to enter into and sign a Memorandum of Agreement, for and in behalf of the Municipality of Narvacan, Ilocos Sur (LGU) with the Department of Agrarian Reform represented by Undersecretary Hon. Bernie F. Cruz (DAR) and the Bridges Management Cluster – Unified Project Management of the Department of Public Works and Highways represented by Project Director Rodrigo I. Delos Reyes concerning the construction of a bridge located at Sitio Kakaldingan, Barangay Lungog, Narvacan, Ilocos Sur;

RESOLVED FINALLY, to furnish a copy of this resolution to Honorable Luis 'Chavit' Singson for his information and reference.

APPROVED UNANIMOUSLY.

TULAY NG PANGULO PARA SA KAUNLARANG PANG- AGRARYO (TPKP)

MEMORANDUM OF AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Agreement made and executed this ____ day of _____ 2019, between and among:

The **Department of Agrarian Reform (DAR)**, with principal office address at Elliptical Road, Diliman, Quezon City, represented herein by its Department Undersecretary/PIO, FAPsO, **BERNIE F. CRUZ**, hereinafter referred to as the **DAR**;

The **Bridges Management Cluster – Unified Project Management Office (BMC-UPMO)** of the Department of Public Works and Highways (DPWH) with principal address at NCR Compound, Port Area, Manila, represented herein by its Project Director, **RODRIGO I. DELOS REYES**, hereinafter referred to as the **BMC-UPMO**;

And

The **Municipal Government of Narvacan**, with principal office at Narvacan, Ilocos Sur, represented herein by its duly elected Mayor, **HON. LUIS "CHAVIT" C. SINGSON**, as authorized through Sangguniang Bayan Resolution No. 09-55 dated JULY 15, 2019, hereinafter referred to as the Local Government Unit (LGU);

WITNESSETH THAT:

WHEREAS, Republic Act 6657 of June 10, 1988, or the Comprehensive Agrarian Reform Law (CARL), and Republic Act 9700 of August 7, 2010, or the Comprehensive Agrarian Reform Program Extension with Reform (CARPER) Law, articulated the legal mandate of the DAR in improving the lot of Filipino farmers in the countryside;

WHEREAS, the DAR, under its Program Beneficiaries Development provides/implements support programs and projects that aim to address the developmental needs of about 3.0 million Agrarian Reform Beneficiaries (ARBs) in the more than 2,000 Agrarian Reform Communities (ARCs) nationwide, including the provision of basic transport infrastructure specifically bridges which are critical and are given priority for implementation over the medium term;

WHEREAS, the DAR through its Program, Tulay ng Pangulo para sa Kaunlarang Pang-Agraryo Project (TPKP) is giving priority to the implementation of high impact and immediately implementable projects and services, including the provision of basic infrastructure specifically bridges which are to link the ARCs to the economic mainstream and open up direct opportunities to enhance farm productivity and income, and to alleviate poverty in the country side;

WHEREAS, under the CARL, the role of the Department of Public Works and Highways (DPWH) has been defined as the executing agency in undertaking agrarian reform infrastructure programs and projects;

WHEREAS, the Bridges Management Cluster – Unified Project Management Office (BMC-UPMO) of the DPWH has established a track record in the construction, erection and installation of steel bridges in the remote and poor communities of the country;



WHEREAS, the DPWH-BMC-UPMO shall be the executing office of the DAR for the TPKP which shall involve the construction of bridges, adopting the French universal bridge (unibridge) technology, by administration, in the Agrarian Reform Communities (ARCs) and other agrarian reform areas;

WHEREAS, the Municipal Government of **Narvacan**, strongly requested for the construction of **Kakaldingan Bridge**, to improve access of local communities to rural development services and facilities and other related projects supportive of local capability development/improvement and of the agricultural modernization program, and thus, contribute to the alleviation of the economic and socio-political conditions in the locality;

WHEREAS, the Municipal Government of **Narvacan** has complied with the conditions for the site selection/prioritization for the aforementioned bridge to be considered for the implementation under the TPKP;

WHEREAS, the **Kakaldingan Bridge** has been found to be feasible in accordance with the Criteria for Site Selection and Prioritization as prescribed by the DAR/DPWH-BMC-UPMO and thus officially endorsed by the DAR or approved by the President, as one of the bridges to be implemented, hereinafter referred to as the BRIDGE;

WHEREAS, the LGU shall provide counterpart fund for security, acquisition of the Road-Right-of-Way (RROW), and demolition/clearing of existing structures that may affect construction, if any;

WHEREAS, the DPWH-BMC-UPMO shall start the construction once the area has been cleared of overhead and underground cables/wirings and traffic lights, and the Road-Right-of-Way (RROW) has been acquired/cleared, if any;

NOW, THEREFORE, for and in consideration of the foregoing, the DAR, the DPWH-BMC-UPMO and the Municipal Government of Narvacan (LGU), mutually agreed on the following terms and conditions:

ARTICLE 1 – PROJECT COVERAGE

Section 1.1 This Memorandum of Agreement covers the construction of **Kakaldingan Bridge** with the installation of a double lane unibridge structure in the Municipality of Narvacan, with a span length of 34.20 In.m.

ARTICLE 2 – DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT OF AGRARIAN REFORM (DAR)

Section 2.1 Coordinate with the concerned local officials, agrarian reform beneficiaries, public utility companies and other national agencies regarding the proposed project;

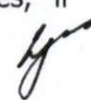
Section 2.2 Conduct site validation of the area consistent with the established site selection criteria;

Section 2.3 Assist the LGU in the acquisition of the Road-Right-of-Way (RROW), if any;

Section 2.4 Assist the DPWH-BMC-UPMO on project implementation and activities before, during and after bridge construction;

Section 2.5 Monitor project implementation through the Municipal Agrarian Reform Program Officers, to conduct regular inspection and supervise the LGU in the proper maintenance of the bridge after its completion, acceptance and turnover to the LGU; and

Section 2.6 Assist the LGU in bridge groundbreaking and/or inauguration activities, if necessary.



**ARTICLE 3 – DUTIES AND RESPONSIBILITIES OF THE
DPWH-BRIDGES MANAGEMENT CLUSTER – UNIFIED PROJECT MANAGEMENT
OFFICE (DPWH-BMC-UPMO)**

- Section 3.1 Coordinate with the concerned LGU local officials, public utility companies and other national agencies regarding the proposed bridge project;
- Section 3.2 Coordinate with the DAR and proponent (Office of the Mayor, Governor or Congressman) concerned on project implementation, before, during and after bridge construction;
- Section 3.3 Assist in the preparation of Detailed Engineering Plans / Estimates, Program of Work and Implementation Plan of the Bridge submitted by the Supplier;
- Section 3.4 Handles the delivery of the bridging materials, equipment and steel piles to the project site;
- Section 3.5 Monitor the construction of the two (2) abutment of the bridge, _____ meters of concrete pavement and slope protection for each approach of the bridge and launch / install the bridge superstructure;
- Section 3.6 Turn-over of the completed bridge structure to the LGU in coordination with the DAR.

**ARTICLE 4 - DUTIES AND RESPONSIBILITIES OF THE
LOCAL GOVERNMENT UNIT (LGU)**

- Section 4.1 Coordinate with the concerned public utility companies in the relocation of affected utilities and initiate clearing of its existing structure/s, immediately;
- Section 4.2 Preparation of traffic management and rerouting plan including the enforcement of the same and provision of personnel, equipment and traffic signage for the said purpose;
- Section 4.3 Responsible for the acquisition, payment and clearing of road right of way, access road and the like for the project site;
- Section 4.4 Provide adequate area or road right-of-way for the landing and launching of bridge superstructure;
- Section 4.5 Provide counterpart fund and secure a Treasurer's Certificate to ensure the funds, for the execution of the ff:
- 4.5.2 Relocation of affected utilities and demolition of existing structure, i.e. existing old bridge, electric post, water lines, drainage, overhead and underground cables and wirings, etc. (if applicable);
- 4.5.2 Expropriation of affected property/ies (if applicable); and
- 4.5.3 Construction of Detour Bridge or other alternate routes (if applicable).
- Section 4.6 Provide stockyard and staging area;
- Section 4.7 Ensure safety and security to the equipment, bridging materials, laborers and officials at the project site;
- Section 4.8 Clearing of the overhead and underground cables/wiring and traffic lights or any other like fixtures that may affect the construction;
- Section 4.9 Provide disposal site for waste and excavated unsuitable materials;



- Section 4.10 Provide security assistance for the DPWH-BMC-UPMO personnel at site;
- Section 4.11 Accept formally the completed bridge upon turnover by DPWH-BMC-UPMO and DAR, and provide annual maintenance trust funds and upkeep the bridge; and
- Section 4.12 Shoulder expenses for bridge groundbreaking and/or inauguration, if any.

ARTICLE 5 – EFFECTIVITY

- Section 5.1 This MOA shall take effect upon signing by all parties hereto and shall remain in full force until the completion and acceptance of the project, unless mutually terminated earlier by the parties hereto;
- Section 5.2 Either party to this MOA may initiate its termination in the event of default by the other party on any of its obligations mentioned above; and
- Section 5.3 DAR reserves the right to withdraw from this MOA in the occurrence of the following:
 - 5.3.1 Failure of the LGU to provide funds for the required counterpart responsibilities; and
 - 5.3.2 Local conditions that may threaten the safety and security of the project and its personnel.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date and place first above written.

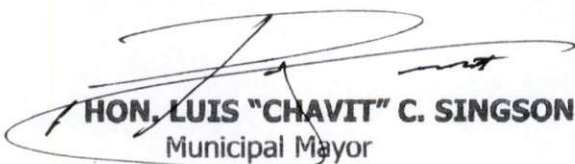
DEPARTMENT OF AGRARIAN REFORM

**DEPARTMENT OF PUBLIC WORKS AND
HIGHWAYS BRIDGES MANAGEMENT
CLUSTER – UNIFIED PROJECT
MANAGEMENT OFFICE**

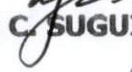
BERNIE F. CRUZ
Undersecretary/PIO, FAPsO

RODRIGO I. DELOS REYES
Project Director

**MUNICIPAL GOVERNMENT
OF NARVACAN**


HON. LUIS "CHAVIT" C. SINGSON
 Municipal Mayor

WITNESSES:


CHRISTIANNE C. SUGUITAN, CESO V
 PARPO II
 DARPO, Ilocos Sur

ELMER M. ALFARAS
 Engineer IV, Project Engineer
 DPWH-BMC-UPMO

20192294

ACKNOWLEDGEMENT

Republic of the Philippines]
Municipality/City of _____]S.S.

Personally appeared before me this ___day of _____ 2019 at _____ the persons named below known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement (MOA) by and among the Department of Agrarian Reform, the President's Bridge Program Office, DPWH and the Municipal Government of Narvacan, relative to the construction of Kakaldingan Bridge consisting of five (5) pages including this page.

| Name | Tax Identification Number |
|-----------------------------|---------------------------|
| 1. BERNIE F. CRUZ | _____ |
| 2. RODRIGO I. DELOS REYES | _____ |
| 3. LUIS "CHAVIT" C. SINGSON | <u>115-515-134</u> |

and acknowledged to me that they executed the same of their own free and voluntary acts and deeds.

WITNESS MY HAND AND SEAL, this _____ day of _____ 2019 at _____, Philippines.

NOTARY PUBLIC

Doc. No. _____
Page No. _____
Book No. _____
Series of 2019





Republic of the Philippines
Province of Ilocos Sur
MUNICIPALITY OF NARVACAN

OFFICE OF THE MUNICIPAL MAYOR

July 15, 2019

The Presiding Officer and Members,
Sangguniang Bayan, Narvacan,
Ilocos Sur

Your Honors:

Greetings!

In the interest of public service and by virtue of the authority vested upon me by law particularly Article 107 (e) of the Rules and Regulations Implementing the Local Government Code of 1991, the undersigned requests the Honorable Body to treat as **urgent matter** the passage of :

a. Resolution No. 09-SS, Series Of 2019 - Resolution Granting Authority To The Local Chief Executive Of The Municipality Of Narvacan, Ilocos Sur, Honorable Luis Chavit Singson To Enter Into And Sign A Memorandum Of Agreement For And In Behalf Of The Municipality Of Narvacan With The Department Of Agrarian Reform Represented By Undersecretary Hon. Bernie F. Cruz (DAR), And The Bridges Management Cluster-Unified Project Management Of The Department Of Public Works And Highways Represented By Project Director Rodrigo Delos Reyes Concerning The Construction Of Kakaldingan Bridge Located At Barangay Lungog, Narvacan, Ilocos Sur

b. Resolution No. 10-SS, Series of 2019 - Resolution Of Commendation And Congratulations To Mr. and Mrs. Joseph Frias Sanchez and Children Of Brgy. Nanguneg For Being Awarded As 2nd Runner Up In The Search For Huwarang Pantawid Pamilya 2019 Who Represented Ilocos Sur At The Regional Level

Thank you.

Very truly yours,


LUIS "CHAVIT" C. SINGSON
Municipal Mayor