



Republic of the Philippines
Tanggapan ng Sangguniang Panlungsod
City of Naga



ORDINANCE NO. 2002-048

ORDINANCE FIXING THE MINIMUM TERMS AND CONDITIONS FOR THE OPERATION OF THE NAGA CITY CENTRAL BUS TERMINAL:-

Sponsor: Hon. William M. Kalaw
Co-sponsor: Hon. Mila S.D. Raquid-Arroyo

Be it ordained by the Sangguniang Panlungsod of the City of Naga, that:

SECTION 1. - DEFINITION OF TERMS. - For purposes of this ordinance, the following definitions shall apply:

- a. Terminal Complex – shall refer to the existing facilities and buildings of the Central Bus Terminal within the area bounded by the concrete wall in the east and by the public roadways on the other three sides. It includes the parking areas, the loading and unloading areas, and the street islands separating the public roads from the terminal service roads.

SECTION 2. - MINIMUM QUALIFICATION OF OPERATOR. - The operator of the Central Bus Terminal shall be a Filipino citizen, with proven track record in running a business, and with the financial capability to advance the necessary expenses during the initial period of terminal operation.

SECTION 3. - TERM AND SCOPE OF THE CONTRACT. - The contract between the Naga City Government and the operator shall be for the operation of the Central Bus Terminal Complex--inclusive of the terminal proper, stalls, vending areas, and the building and its appurtenances--for a period of five years commencing from the time a Notice to Operate is issued by the Office of the City Mayor.

SECTION 4. - FACILITY CLEANLINESS. - To maintain the cleanliness of the Central Bus Terminal, the following terms and conditions shall be deemed an integral part of the contract entered into between the Naga City Government and the operator:

- a. Provision of at least 20 pre-fabricated plastic trash bins of such description as will be set by the Central Bus Terminal Committee created under Ordinance No. 2002-049 which shall be placed at the foot of every other post along the length of the loading bay, at each of the entrance, and ten pieces spread out along the length of the elevated concourse fronting the stalls outside.

In the event the city government implements waste segregation at source, to increase such number of plastic trash bins as to comply with such regulations.

- b. At any time of the day, replace any full trash bin with a clean and empty trash bin. To minimize the number of trash bins, garbage bags may be used to facilitate emptying

of the trash bins. The full trash bin or garbage bag shall be closed securely and placed in a clean location safe from vermin and stray animals and away from human and vehicular traffic. The contents of all trash bins and garbage bags must be disposed daily in a manner consistent with the city's waste disposal system.

- c. Untiled flooring within the roofed areas of the terminal building must be swept free of dirt, debris and litter throughout the day. Tiled portions must be mopped and likewise swept free of dirt, debris and litter throughout the day. Bubble gums and other substances, which stick on the floor, must be cleared daily. Litter and trash piles visible to terminal patrons shall not be left lying in any place for more than three hours.
- d. The grounds of the terminal complex, which shall include the fenced area and those outside such as the elevated concourse fronting the commercial stalls, the parking area for private vehicles, the roadways within the terminal complex, and all the islands, greens and open spaces of the complex, shall be swept and cleared of dirt, debris and litter throughout the day.
- e. All glass panes or panels of the terminal building, which do not belong to stall tenants, must be wiped and cleaned daily. Broken or damaged glass must be replaced at the instance of the operator or within one week from notice by the city government.
- f. Cleanliness of all terminal comfort rooms must be maintained throughout the day. No bad odor must emanate from any of the comfort rooms. No fecal matter, used tissue or other foreign objects, or stagnant urine must be left in any idle sanitary bowl or urinal at any time of the day. A urinal, sanitary bowl, plumbing fixture, or a lighting or electrical fixture in a comfort room not in good order, or tiles which are broken or chipped, must be fixed or replaced at the instance of the operator or within one week from notice by the city government.

It shall be the responsibility of the operator to ensure that all terminal tenants and vendors maintain order and cleanliness within their respective premises.

SECTION 5. - GREENING AND LANDSCAPING. - To beautify and maintain the landscaping of the Central Bus Terminal, the following terms and conditions shall be deemed an integral part of the contract entered into between the Naga City Government and the operator:

- a. Islands and open spaces of the terminal complex shall be landscaped with flowering or decorative plants/trees and grass cover within one month from the effectivity of the agreement. Such landscaped areas shall henceforth be maintained for the duration of this agreement.
- b. At least 15 potted ornamental plants shall be placed at the interior terminal corridor, the passenger areas and public lobbies, and 10 potted ornamental plants outside the terminal, all in large uniform pots with a combined height (pots and plants) of at least two meters, watered at least four times a week, rotated with replacement plants at least once a week to allow each batch to be sunned

SECTION 6. - GENERAL MAINTENANCE OF THE FACILITY. - As part of the maintenance of the Central Bus Terminal, the following terms and conditions shall be deemed an integral part of the contract entered into between the Naga City Government and the operator:

- a. The entire complex shall be painted twice: within six months of this agreement and within the third year of this agreement. The color scheme shall be cleared with the city government.
- b. Rusted metal works such as those on the fences and the gates shall first be cleaned of rust and repainted. Color scheme shall be cleared with the city government.
- c. Graffiti on walls shall be removed and the walls repainted with the proper color at the instance of the operator or within one week from notice by the city government.
- d. Dirtied walls shall be cleaned, or if the stains cannot be removed, the walls shall be repainted with the proper color at the instance of the operator or within one week from notice by the city government. For this purpose, the operator can either regulate or prohibit the placement of posters or objects on terminal walls.
- e. Damaged or missing seats in the passenger waiting areas shall be replaced within three months from this agreement
- f. Missing or defective lights, light posts, switches, electric fans, and other electrical facilities of the terminal complex, including those in the parking areas and service roads, shall be replaced within three months of this agreement.
- g. All damaged glass panes, any damaged aluminum frames and doorways, shall be replaced or restored within three months of this agreement.
- h. Signages to be painted outside of the building which will occupy more than a third of the horizontal length of any side of the building or terminal fence shall be made only after prior approval by the city government.
- i. Signages inside the building such as those indicating the locator number of each bay and directional signs to the comfort rooms shall be installed and cleaned every week.
- j. Regular maintenance and necessary repairs of the terminal and its facilities shall be done as soon as possible or within one week from advise of the City Government. The same shall be on account of the operator.
- k. Prior approval of the Naga City Government shall be obtained by the operator before undertaking any improvement on the terminal building and on any of the terminal facilities which improvements shall become the property of the city after the end of the current contract period. If any income is derived from such improvements, such shall be sufficient basis for a review of the lease rental due the city.

SECTION 7. - BASIC FACILITIES AND AMENITIES. - To ensure the comfort and convenience of terminal patrons of the Central Bus Terminal, the provision of the following basic facilities and amenities shall be deemed an integral part of the contract entered into between the Naga City Government and the operator:

- a. A public address system shall be installed with at least five speakers spread out from one end of the loading bays to the other end. It shall be of such quality as to make announcements clearly intelligible to anyone within the terminal area. Not later than ten minutes before the departure of any bus bound outside the Bicol region, its time of departure shall be announced at least twice over the public address system.

- b. A public assistance booth located along any of the major passageways shall be set up and manned by a uniformed personnel from 4 a.m. to 10 p.m. daily. The announcer of the public address system may also serve as the personnel on duty at the public assistance center.
- c. Telephone booths or calling stations shall be cleared of any obstruction at least two meters from such booths or calling stations to facilitate access and give privacy to callers.
- d. A generator rated no lower than 500 kva, or of such capacity as to support the normal operation of all lights, equipment, and electrical facilities of the terminal complex shall be installed. The generator shall be turned on not later than 5 minutes after a power failure. The generator must be enclosed in a structure separate from the main terminal building, with noise insulation and proper venting of exhaust smoke away from areas frequented by the public.
- e. At least one electrician must be on duty at any time ready to turn on the generator not later than 5 minutes after a power failure. The electrician shall periodically check the terminal's electrical system to ensure that no leakage or theft of electricity occurs, and that the entire electrical system is safe. He shall likewise respond to any electrical emergency or to urgent service calls by terminal tenants.
- f. Lights along the passenger concourse, in the parking areas, in the comfort rooms, in the waiting areas, in the unloading areas, along the doorways, and in all other areas where passengers will pass or frequent, shall be maintained throughout the night.

SECTION 8. - SECURITY. - To ensure the safety and security of the patrons of the Central Bus Terminal, the following terms and conditions shall be deemed an integral part of the contract entered into between the Naga City Government and the operator:

- a. From 4 a.m. to 10 p.m., there must be at least three uniformed guards spread out in the interior passenger area, three uniformed guards in the exterior of the terminal posted near the three exits, one uniformed guard near the corner of the Northern side of the terminal, and one uniformed guard in each of the vehicle gates, all with specific order to protect terminal patrons, their property and vehicles from criminal elements.
- b. From 10 p.m. to 4 a.m., the uniformed guard complement may be reduced by half.
- c. Each guard must be equipped with a two-way radio and a non-lethal weapon in addition to his or her regular service firearm. Those assigned in the night shift must have flashlights with them. They shall always be in proper uniforms.
- d. Uniformed guards must enforce regulations on vending, littering, and squatting within the entire terminal complex.
- e. A security officer and an assistant shall ensure proper performance of the assignments of all the guards 24-hours a day. At least one must be on duty at any one time. They must be equipped with two-way radios to maintain contact with the guards.
- f. The uniformed guard complement shall be increased by at least four personnel during the following periods:

- a. Three days before the Traslacion until two days after the Peñafrancia Fiesta,
- b. Two days before the Christmas vacation until three days after the New Year,
- c. During festivals, sports competitions, conventions, or other big events upon notice by the city government.
- g. Thirty minutes after the last night trip originating from the terminal, all passenger entrance doors except for one may be closed and locked. However, at any time that a bus arrives to unload passengers in the terminal, one of the doors facing east and the door facing north must be fully opened to facilitate exit. Uniformed guards must be posted in all open doors to deter criminal elements.

SECTION 9. - FEES AND UTILITY BILLS. - The following terms and conditions on the collection of fees, the payment of utility bills, the maintenance of electrical system shall be deemed an integral part of the contract entered into between the Naga City Government:

- a. No fees shall be collected nor voluntary donations accepted, from users of the comfort rooms.
- b. The operator shall assume all electrical consumption of the terminal complex not attributable to consumptions by individual terminal tenants. Rental of transformers and the upgrading and maintenance of the terminal's electrical system to minimize or eliminate systems loss shall likewise be the responsibility of the operator.
- c. Terminal fees and stall rental shall be as per ordinance. Said fees and rental may be adjusted if justifiable based on:
 - 1. An examination by the city government of the detailed annual financial statements (balance sheet, income statement and cash flow statement) of the operator and such reports as may be required by the city government covering the period the fees are in effect. For this purpose, the operator shall submit the required reports along with the request for an adjustment of fees and charges or within one week from written notice of the city government.
 - 2. Consultation with the affected parties,
 - 3. Evaluation of current market conditions.
- d. With the effectivity of this agreement, the city transfers its rights and obligations to the operator insofar as the stalls, booking offices and vendors are concerned. As such, the operator shall collect the rent and fees from such terminal tenants at rates not exceeding current levels during the first year. The rent and fees may be adjusted during the succeeding years at no more than 10 percent of the prior year.

SECTION 10. - OTHER TERMS AND CONDITIONS. - The following additional terms and conditions shall be deemed an integral part of the contract entered into between the Naga City Government and the operator:

- a. Public utility jeepneys and trimobiles shall not be allowed to enter the fenced area of the terminal. They shall wait for passengers at the proper loading and unloading areas for intra-city commuters at the service roads fronting the terminal building.

- b. Access to the public to the uncompleted portions of the second floor starting from the landing of the different stairways shall be blocked by walling-off the entrance with a $\frac{3}{4}$ " plywood duly painted and marked "No entrance." Any unused areas of the terminal grounds shall be kept clean, free from litter and bad odor.
- c. All terminal personnel including porters, dispatchers, and bus company employees shall wear uniforms and IDs. It shall be the responsibility of the operator to enforce this rule on terminal and bus personnel.
- d. The operator shall regulate and control vending in the terminal complex. In no way shall the operator increase the number of vendors or the spaces occupied by them.
- e. Buses shall not perform major repairs inside the terminal. However, they may change tires, change oil, perform pre-departure check-up, or conduct minor repairs (repairs which shall start and be completed within four hours) to ensure the roadworthiness of their units. Used oil and used spare parts shall be disposed properly.
- f. Buses that are immobilized or awaiting repair may not be parked for more than 12 hours within the terminal complex. Such units shall be towed or moved out of the terminal at cost to the bus owner or operator.
- g. Vendors shall be cleared from the passenger lounge so that access to the seats is not obstructed by their wares. No one shall ply their trade on the seats of the passenger waiting areas or within two meters from the outermost side and rear seats and none at any distance from the front.
- h. No chair, bus seat, table, or other contrivances shall be placed in the lobby or the passageways of the terminal for the purpose of taking a rest or a nap, playing games, reading or writing, eating or drinking.
- i. No alcoholic drinks shall be displayed, sold or consumed within the terminal complex. The operator shall remove any of alcoholic drinks from the terminal complex either at its instance or within one week from notice by the city government.
- j. There shall be no discrimination of bus companies or of bus operators in the use of terminal facilities.
- k. Cooking or boiling water and serving hot beverage and any type of meals shall be allowed only for stall tenants, not for vendors of booking office tenants. As such, no cooking or boiling utensils, stoves or heaters, plates and saucers, shall be used or be maintained outside of the stalls. The operator shall remove any of these items from the terminal complex either at its instance or within one week from notice by the city government.
- l. No dog or any animal or pets shall be allowed to be tended at the terminal complex. The operator shall remove any animal from the terminal complex either at its instance or within one week from notice by the city government.
- m. Sewing machines, folding beds, personal belongings and any other items incongruous to a bus terminal shall not be kept in any place of the terminal complex. The operator shall remove any of these items from the terminal complex either at its instance or within one week from notice by the city government.

SECTION 11. - COMPLIANCE REVIEW. - The Central Bus Terminal Committee and its Technical Committee created for the purpose of overseeing the evaluation and award of the central bus terminal shall likewise periodically evaluate compliance by the operator with city ordinances and with such other agreements entered into by the operator with the city government, a report thereon is furnished the Sangguniang Panlungsod. The operator shall allow authorized representatives of the city government free access to all terminal premises for purposes of inspecting its facilities and the operator's compliance with the terms and conditions of the contract.

SECTION 12. - NOTICE IN CASE OF PRETERMINATION. - The terminal operator shall notify the city government six (6) months in advance of any intention to preterminate its contract.

SECTION 13. - PENALTY CLAUSE. - Any violation of the provisions of this ordinance shall be penalized with a fine of One Thousand (P1,000.00) Pesos plus the amount of One Thousand (P1,000.00) Pesos for each day of failure to comply from the time the Notice to Comply was received.

SECTION 14. - SEPARABILITY CLAUSE. - If any provision of this ordinance or the application thereof, to any person or circumstances is held invalid, the remainder of this ordinance and the application of such provision to other persons or circumstances shall not be affected thereby;

SECTION 15. - REPEALING CLAUSE. - All ordinances, rules and regulations or portion thereof, inconsistent with this ordinance are hereby repealed, amended and/or modified accordingly;

SECTION 16. - EFFECTIVITY. - This ordinance shall take effect upon its approval.

ENACTED: July 26, 2002

WE HEREBY CERTIFY to the correctness of the foregoing ordinance.

GIL A. DE LA TORRE
Board Secretary II
& Secretary Designate

ESTEBAN R. ABONAL
City Vice Mayor & Presiding Officer

APPROVED:

JESSE M. ROBREDO
City Mayor