



Republic of the Philippines  
Province of Cavite  
City of Bacoor

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD



### COMMITTEE ON HOUSING, LAND UTILIZATION AND URBAN DEVELOPMENT

### COMMITTEE REPORT NO. HLUUD 007 S-2023

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Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOOR AND ICON CONSTRUCTION AND BUILDERS' CORPORATION RELATIVE TO THE HOUSING PROJECT FOR CITY EMPLOYEES, PUBLIC SCHOOL TEACHERS, UNIFORMED PERSONNEL AND OTHER GOVERNMENT EMPLOYEES FROM NATIONAL AGENCIES STATIONED IN BACOOR. PCR 290-2023 dated 15 May 2023.**

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This report resolves the memorandum of agreement between the City Government of Bacoor and Icon Construction and Builders' Corporation relative to the housing project, dated 22 May 2023. The said memorandum of agreement was referred to the committee by the Sangguniang Panlungsod Presiding Officer, Hon. Rowena Bautista-Mendiola, during the 44<sup>th</sup> Regular Session.

Hereunder are the pertinent facts about the subject matter:

- In accordance with Republic Act No. 7160, otherwise known as the Local Government Code of 1991, it is mandated to exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to the efficient and effective provision of the basic services and facilities, such as programs and projects for low-cost housing and other mass dwellings, among others;
- The Charter of the City of Bacoor as embodied under Republic Act No. 10160, the City Mayor for efficient, effective, and economical governance, the purpose of which is the general welfare of the City and its inhabitants, shall ensure the delivery of basic services and the provision of adequate facilities;
- Under the abovestated Charter, the City Mayor shall exercise those powers expressly granted to him by law and those necessarily implied therefrom, as well as powers necessary, appropriate, or incidental for the efficient and effective governance of the City, and those which are essential to the promotion of general welfare, including acting as the representative of the City in all its business transactions and signing on its behalf all bonds, contracts, and obligations, and such other documents upon the authority of the Sangguniang Panlungsod or pursuant to the law of ordinance.



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### Findings:

The foregoing discussion clearly showed that the LGU BACCOOR has an existing Memorandum of Understanding with the Home Development Mutual Fund (Pag-IBIG), whereby the latter agreed to facilitate the housing loan of the target beneficiaries and provide other allowable accommodations to ensure swift approval of all qualified applicants who will be given units at the abovementioned Housing Project Site. ICON CONSTRUCTION expressed its willingness to enter into an agreement and construct the Housing Project of the City Government of Bacoor at the subject property and utilize the Pag-IBIG Housing Loan Facility to recover all construction expenses at the Housing Project Site (the "Housing Project").

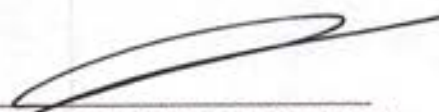
### RECOMMENDATION:

After a thorough evaluation, the committee recommends that the proposed resolution authorizing the City Mayor to sign the memorandum of agreement be **APPROVED**. However, the chairperson of the committee suggested some revisions to the resolution. He explained the three (3) steps to be followed for the development of a socialized housing project: 1. Land Acquisition, 2. Land Development, and 3. The construction of the building/s constitutes the housing project. Under the proposed agreement, the land on which the project shall be built shall be bought by the city government in order to bring down the cost of the housing units to be paid for by the would-be beneficiaries of the project. Furthermore, the development of the said parcel of land and the physical construction of the building/s that will comprise the housing project shall be done by ICON CONSTRUCTION.

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

Signed this 13<sup>th</sup> day of June 2023 at the City of Bacoor, Cavite.

**Committee on Housing, Land Utilization and Urban Development**

  
COUN. ALDE JOSELITO F. PAGULAYAN

Chairman

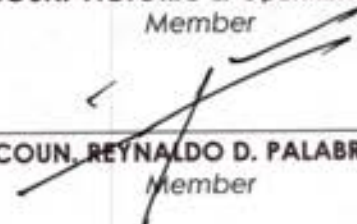
  
COUN. ADREITO G. GAWARAN

Vice Chairman

(DECEASED)

COUN. VICTORIO L. GJERRERO JR.

Member

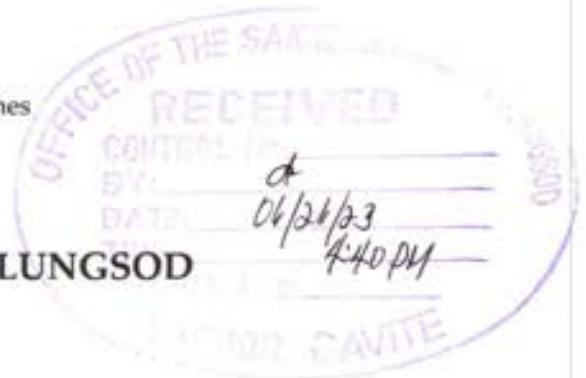
  
COUN. REYNALDO D. PALABRICA

Member





Republic of the Philippines  
Province of Cavite  
City of Bacoor



**5<sup>th</sup> SANGGUNIANG PANLUNGSOD**

**COMMITTEE ON HOUSING, LAND UTILIZATION  
AND URBAN DEVELOPMENT**

**EXCERPT FROM THE MINUTES OF 44<sup>TH</sup> REGULAR SESSION  
NO. HLUUD 007 S-2023**

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Subject: **RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND ICON CONSTRUCTION AND BUILDERS' CORPORATION RELATIVE TO THE HOUSING PROJECT FOR CITY EMPLOYEES, PUBLIC SCHOOL TEACHERS, UNIFORMED PERSONNEL AND OTHER GOVERNMENT EMPLOYEES FROM NATIONAL AGENCIES STATIONED IN BACOR. PCR 290-2023 dated 15 May 2023.**

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The Presiding Officer, Hon. Vice-Mayor Rowena Bautista-Mendiola presided over the 44<sup>th</sup> Regular Session of the 5<sup>th</sup> Sanggunian Panlungsod dated 22 May 2023.

A letter dated 05 May 2023 of Hon. City Mayor Strike B. Revilla to Vice-Mayor Bautista-Mendiola. Re: REQUEST FOR AUTHORITY TO ENTER INTO AND SIGN THE MEMORANDUM OF AGREEMENT WITH ICON CONSTRUCTION.

The members of the committee evaluated the said resolution and consulted Atty. Jesson G. Labao of the Housing Urban Development and Resettlement Department (HUDRD). According to the chairperson of the committee on housing, land and utilization, Hon. Coun. Alde Joselito F. Pagulayan the housing project for the city employees, public school teachers, uniformed personnel, and other employees from other government agencies stationed in Bacoor is beneficial to the city employees. However, he explained the three (3) steps to be followed for the development of a socialized housing project: 1. Land Acquisition, 2. Land Development, and 3. The construction of the building/s comprises the housing project. He stated that under the proposed agreement, the land on which the project shall be built shall be acquired by the city government in order to bring down the cost of the housing units to be paid for by the would-be beneficiaries of the project. On the other hand, the development of the said parcel of land and the actual construction of the building/s that will constitute the housing project shall be done by ICON CONSTRUCTION. In view of the said manifestation, Coun. Pagulayan informed the council that though the proposed Memorandum of Agreement needs to be revised, the City Mayor must be granted the power to sign the said agreement after it has been revised in accordance with the terms and conditions he earlier intimated. He then moved for the APPROVAL of the said matter. The motion was unanimously seconded by the members and declared APPROVED by the Chair.

The session moved to the ADJOURNMENT.



Republic of the Philippines  
Province of Cavite  
City of Bacoor

## 5<sup>th</sup> SANGGUNIANG PANLUNGSOD

Prepared By:

  
\_\_\_\_\_  
**PETER ADRIAN F. BORJA**  
*Local Legislative Staff I*

Attested By:

  
\_\_\_\_\_  
**COUN. ALDE JOSELITO F. PAGULAYAN**  
*Chairman  
Committee on Housing, Land Utilization  
And Urban Development*



**G.2.2 PCR 290-2023 – RESOLUTION AUTHORIZING THE CITY MAYOR, HON. STRIKE B. REVILLA TO SIGN THE MEMORANDUM OF AGREEMENT BETWEEN THE CITY GOVERNMENT OF BACOR AND ICON CONSTRUCTION AND BUILDERS’ CORPORATION RELATIVE TO THE HOUSING PROJECT FOR CITY EMPLOYEES, PUBLIC SCHOOL TEACHERS, UNIFORMED PERSONNEL AND OTHER GOVERNMENT EMPLOYEES FROM NATIONAL AGENCIES STATIONED IN BACOR.**



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**  
*Office of the Mayor*



5 May 2023

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

**THRU: Atty. Khalid Atega, Jr.**  
Sangguniang Panlungsod Secretary

**SUBJECT: Request for Authority to Enter Into and Sign the Memorandum of Agreement with ICON Construction**

Dear Hon. Bautista-Mendiola:

The Charter of the City of Bacoor provides that the City Government shall ensure the delivery of basic services and the provision of adequate facilities to its people.

ICON Construction and Builders Corporation is a construction corporation who expressed its intention to partner with the City Government of Bacoor in order for the latter's housing project for the City Employees, Public School Teachers, uniformed personnel and other employees from other government agencies stationed in Bacoor to be realized, thereby maximizing the City's existing Memorandum of Understanding with Home Development Mutual Fund for collective housing loan application. Attached herewith are: (1) the draft Memorandum of Agreement between the ICON Builders and the City Government of Bacoor and (2) the Memorandum of Understanding between HDMF and the City Government of Bacoor, for your immediate reference.

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

Respectfully yours,  
  
**STRIKE B. REVILLA**  
City Mayor





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## MEMORANDUM OF AGREEMENT

### KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement (the Agreement) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 (the Effective date) at the City of Bacoor, Cavite, by and between:

**THE CITY GOVERNMENT OF BACOOR**, a local government unit, duly organized and existing in accordance with the laws of the Republic of the Philippines, with principal office address at Bacoor Government Center, Bacoor Boulevard, Barangay Bayanan, Bacoor City, Cavite, represented in this Act by **HON. STRIKE B. REVILLA**, in his capacity as the City Mayor pursuant to his authority conferred by the Sanggunian Panlungsod, embodied in City Resolution No. \_\_\_\_\_, (Attached herein as **Annex "A"**) and hereinafter referred to as "**LGU BACOOR**".

-and-

**ICON CONSTRUCTION & BUILDERS CORPORATION**, a corporation organized and existing in accordance with the laws of the Republic of the Philippines, with principal office address at 2/F CJT Trading, Buhay na Tubig St., Imus City, Cavite, Philippines, represented in this Act by its President **MR. IVAN ALEXEI A. TADEO** and hereinafter referred to as "**ICON CONSTRUCTION**".

Individually referred to as "**PARTY**" and collectively referred to as the "**PARTIES**".

### WITNESSETH:

**WHEREAS**, the **LGU BACOOR**, under Republic Act No. 7160 otherwise known as the *Local Government Code of 1991*, is mandated to exercise such other powers and discharge such other functions and responsibilities as are necessary, appropriate, or incidental to the efficient and effective provision of the basic services and facilities, such as programs and projects for low-cost housing and other mass dwellings among others;

**WHEREAS**, under the Charter of the City of Bacoor as embodied under Republic Act No. 10160, the City Mayor for efficient, effective and economical governance, the purpose of which is the general welfare of the City and its inhabitants, shall ensure the delivery of basic services and the provision of adequate facilities;

Memorandum of Agreement with **ICON Construction and Builders Corporation**  
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**WHEREAS**, under the said Charter the City Mayor shall exercise those powers expressly granted to him by law those necessarily implied therefrom as well as powers necessary appropriate or incidental for the efficient and effective governance of the City and those which are essential to the promotion of the general welfare including acting as the representative of the City in all its business transactions and signing on its behalf all bonds contracts and obligations and such other documents upon the authority of the sangguniang panglungsod or pursuant to law of ordinance

**WHEREAS**, the **ICON CONSTRUCTION** seeks to utilize one of its properties located at \_\_\_\_\_ (the Subject Property) as a the site for the **LGU BACOOR's** Housing Project for its City Employees Public School Teachers Uniformed Personnel and other government employees from national agencies stationed in Bacoor.

**WHEREAS**, the **LGU BACOOR** has an existing Memorandum of Understanding with the Home Development Mutual Fund (Pag-IBIG) whereby the latter agreed to facilitate the housing loan of the target beneficiaries and provide other allowable accommodations to ensure swift approval of all qualified applicants who will be given units at the abovementioned Housing Project Site

**WHEREAS**, the **ICON CONSTRUCTION** is a construction corporation in Cavite that has experience in the construction of vertical housing projects and other residential and commercial projects in Metro Manila and surrounding provinces

**WHEREAS**, the **ICON CONSTRUCTION** expressed its willingness to enter into an Agreement and construct the Housing Project of the City Government of Bacoor at the subject property and utilize the Pag-IBIG Housing Loan Facility to recover all construction expenses in the Housing Project Site (the Housing Project)

**WHEREAS**, the **LGU BACOOR** as the registered owner of the subject property, agrees to this proposal in order for its Housing Project for the City Employees and Public School Teachers to be realized

**NOW, THEREFORE**, for and in consideration of the following terms and conditions the **LGU BACOOR** as part of its governmental function and the **ICON CONSTRUCTION** in its corporate capacity, hereby freely and mutually agree that

#### **I. SCOPE OF WORK**

Memorandum of Agreement with **ICON Construction and Builders Corporation**  
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1. The **LGU BACOOR** shall engage the services and expertise of the **ICON CONSTRUCTION** for the construction of the \_\_\_\_\_-storey Housing Project of the City at \_\_\_\_\_; and

2. The construction of the Housing Project shall be in accordance with the bill of materials and scope of works agreed by both Parties without additional cost to the **LGU BACOOR**, except when there is a change or additional order from the **LGU BACOOR** not previously agreed on by both Parties before the execution of this Agreement, which will entail change of quality and quantity materials listed on the Bill of Materials. For this purpose, **LGU BACOOR** shall be represented by its City Engineering Office.

3. The construction of the Housing Project shall be consistent with the standards of the Department of Human Settlements and Urban Development (formerly Housing and Land Use Regulatory Board [HLURB]) and other standards set by other applicable law, rules and regulations or agencies related to the construction of mass dwellings.

## II. RESPONSIBILITIES OF THE ICON CONSTRUCTION

1. The **ICON CONSTRUCTION** recognizes and supports the goal of the **LGU BACOOR** to promote home ownership to its City Government employees as well as the public school teachers, among others, for their own welfare and improvement;

2. The **ICON CONSTRUCTION** undertakes to finance the said proposed vertical housing project of **LGU BACOOR** including the land development and building construction in a good and workmanlike manner consistent with the standards of the Department of Human Settlements and Urban Development (formerly Housing and Land Use Regulatory Board [HLURB]) and other standards set by other applicable law, rules and regulations or agencies related to the construction of mass dwellings;

3. The **ICON CONSTRUCTION** undertakes to ensure that the necessary facilities, such as but not limited to, concrete road, drainage system, water and power connections are available upon occupancy of **LGU BACOOR**'s target beneficiaries.

4. The **ICON CONSTRUCTION** shall provide the **LGU BACOOR**, through the Office of the Building Official, with duly accomplished plans, pertinent vicinity maps, and drawings to secure assistance in obtaining any right-of-way or privilege or easement in the Public Highway/Property or the Private Property of third parties.

Memorandum of Agreement with **ICON Construction and Builders Corporation**  
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### III. RESPONSIBILITIES OF THE LGU BACOOR

1. The **LGU BACOOR** shall assist the **ICON CONSTRUCTION** in processing and securing the necessary permit/s in the construction of the proposed Vertical Housing Project at the subject property.

2. The **LGU BACOOR** shall exempt the **ICON CONSTRUCTION** from payment of construction permits, bonds, levy, and other similar fees related to the **ICON CONSTRUCTION's** undertaking of building the proposed vertical housing project, including but not limited to \_\_\_\_\_ imposed by the City Engineering Office, Office of the Building Official, Zoning Department, Traffic Management Office, Barangays, and other agencies and offices under the **LGU BACOOR**;

3. The **LGU BACOOR**, through its Bacoor Housing and Urban Development and Resettlement Department (the "Housing Department") in consultation and coordination with the Bacoor Human Resources Development and Management Department, and the Department of Education – City Schools Division of Bacoor, shall identify Pag-IBIG Members or Beneficiaries from the City Government's Employees and Public School Teachers qualified to avail of Pag-IBIG housing loan facility through the Memorandum of Understanding between **LGU BACOOR** and Home Development Mutual Fund (Pag-IBIG) (the Memorandum of Understanding is hereby attached and made an integral part of this Agreement as **Annex "B"**);

4. The **LGU BACOOR**, through its Housing Department, shall come up with the list of identified qualified Pag-IBIG Members or Beneficiaries, subject to the approval of the City Mayor.

5. The **LGU BACOOR**, to ensure the swift approval of the Collective Housing Loan application of the identified qualified Beneficiaries, shall release a list of Pag-IBIG Housing Loan requirements and/or conduct an orientation to these identified beneficiaries on how to complete these requirements prior to the submission to Pag-IBIG;

6. The **LGU BACOOR**, through the Housing Department, shall coordinate with Pag-IBIG with regard to the applications, processing and follow-up of the collective application of the identified beneficiaries.

7. The **LGU BACOOR** shall provide the necessary assistance to the **ICON CONSTRUCTION** to ensure continuous and unhampered work, including but not limited to access facilitation with the Barangays, Subdivisions, Villages, and Urban Communities, only if necessary.

### IV. EFFECTIVITY

Memorandum of Agreement with **ICON Construction and Builders Corporation**  
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This Memorandum of Agreement shall take effect immediately upon its execution and shall remain in full force and effect until the Housing Project's completion or until terminated by service of notice by either of the Parties

#### V. COMMENCEMENT AND COMPLETION OF WORKS

The **ICON CONSTRUCTION** shall begin work or order of any materials for the Housing Project within thirty (30) days after the signing of this Agreement. The **ICON CONSTRUCTION** should begin work on or about \_\_\_\_\_ Barring any delay caused by circumstances beyond the **ICON CONSTRUCTION's** control, the work shall be completed by \_\_\_\_\_

**LGU BACOOR** hereby acknowledges and agrees that the scheduling dates are approximate and that any delay attributable to the presence of hidden conditions or requiring additional work discovered during the course of construction or delays arising out of the receipt of equipment and/or materials that are not avoidable by the **ICON CONSTRUCTION** shall not be considered as violations of this Agreement

#### VI. INDEMNIFICATION

The **ICON CONSTRUCTION** agrees to indemnify and hold harmless **LGU BACOOR** and its employees from and against all liability, claims, demands and expenses, including court costs and attorney's fees, on account of any injury, loss or damage which may arise out of or are in any manner connected with the work to be performed under this Agreement, if any such injury, loss or damage is caused in whole or in part by or is claimed to be caused in whole or in part by the negligent acts, errors or omissions of the **ICON CONSTRUCTION** or any officer, employee or agent of the **ICON CONSTRUCTION**

#### VII. WARRANTIES

The **ICON CONSTRUCTION** agrees to warrant the finished project for six (6) months from the date of its completion. The **ICON CONSTRUCTION** agrees to correct any defect during the six (6) month-period in a prompt manner from the time of **LGU BACOOR's** notification of defect

**LGU BACOOR** shall notify **ICON CONSTRUCTION** of a defect as soon as it is discovered. All notices of defect shall be in writing and shall state with specificity the defect discovered

Memorandum of Agreement with **ICON Construction and Builders Corporation**  
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**VIII. BINDING EFFECT.**

Each provision contained in this Agreement shall inure to the benefit of and shall be binding upon the officers, directors, agents, assigns, personal representatives, the like, and all other successors-in-interest of the parties.

No failure to enforce any provision of this Agreement on account of any breach thereof shall be considered a waiver of any right to enforce provisions of this Agreement concerning any subsequent or continuing breach.

**IX. ENTIRE AGREEMENT.**

This Agreement sets forth the entire understanding and agreement between the Parties pertaining to the subject matter hereof. It supersedes all prior understanding, negotiations, and discussions, whether oral or written, of the Parties inconsistent with the Agreement. There are no warranties, representations, or other Agreements between the Parties in connection with the subject matter hereof except as expressly set forth herein. Any inconsistency between the provisions of this Agreement and other agreements or contracts, the provisions of this Agreement shall prevail.

**X. AMENDMENTS, MODIFICATIONS, ADDITIONS, DELETIONS.**

This Agreement or part hereof may be modified, repealed, altered, extended, revised, amended, or supplemented by mutual agreement of both Parties.

**XI. SEPARABILITY.**

In case any provision of this Agreement is adjudged unlawful or unconstitutional by a final judgment of a competent court, the other provisions shall remain valid and effective.

**XII. APPLICABLE LAW AND VENUE OF SUITS.**

This Agreement shall be governed by and construed in accordance with the laws of the Philippines. Any action or proceeding arising from or in connection with this Agreement shall exclusively be brought before a court of competent jurisdiction in Bacoor City, Philippines, to the exclusion of all other venues.

*Memorandum of Agreement with ICON Construction and Builders Corporation*  
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**IN WITNESS WHEREOF**, the parties have hereunto executed this Memorandum of Agreement this \_\_\_ day of \_\_\_ 2023 in Bacoor City

**FOR THE CITY GOVERNMENT      FOR      THE      ICON  
CONSTRUCTION OF BACOOOR      &      BUILDERS  
CORPORATION**

**HON. STRIKE B. REVILLA**  
City Mayor

**IVAN ALEXEI A. TADEO**  
President

Signed in the presence of:

**ATTY. JESSON G. LABAO**  
*Bacoor Housing Department*

\_\_\_\_\_  
*ICON Witness*

#### **ACKNOWLEDGEMENT**

REPUBLIC OF THE PHILIPPINES)  
CITY OF BACOOOR CAVITE ) S.S

**BEFORE ME**, a Notary Public for and in the City of Bacoor, Province of Cavite, this \_\_\_ day of \_\_\_\_\_, 2023, personally appeared the following

<b>NAME</b>	<b>COMPETENT EVIDENCE OF IDENTITY / I.D. NUMBER</b>	<b>DATE/PLACE ISSUED</b>
<b>STRIKE B. REVILLA</b>		
<b>IVAN ALEXEI A. TADEO</b>		

known to me, and to me known to be the same persons who executed and voluntarily signed the foregoing Memorandum of Agreement which they acknowledge before me as their free and voluntary act and deed, acting as the duly authorized representatives of their respective institutions.

**Memorandum of Agreement with ICON Construction and Builders Corporation**  
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The foregoing Agreement consisting of seven (7) pages including this page where the acknowledgment appears has been signed by the parties and their instrumental witnesses on each and every page hereof.

WITNESS MY HAND AND SEAL on the date and at the place above written.

NOTARY PUBLIC

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2023.

Memorandum of Agreement with ICON Construction and Builders Corporation  
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