



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

COMMITTEE REPORT
NO. HLUUD 052 S-2024

Office of the Sangguniang Panlungsod
Received by Jhon Pring
Date: 6/11/2024
Time: 2:40 am

Subject: REQUEST OF ACTING MAYOR CATHERINE S. EVARISTO TO REVOKE CITY RESOLUTION NO. 2023-259 DUE TO THE ALLEGED FAILURE OF ICON CONSTRUCTION AND BUILDERS CORPORATION TO FULFILL ITS CONTRACTUAL OBLIGATIONS IN RELATION TO THE CITY GOVERNMENTS PUBLIC HOUSING PROGRAM PURSUANT TO BACOR URBAN DEVELOPMENT AND HOUSING BOARD RESOLUTION NO. 12-S-2023. (PCR 482-2023 dated 08 January 2024)

Acting on the request to revoke City Resolution No. 2023-259 due to the alleged failure of Icon Construction and Builders Corporations (ICBC) to fulfill its contractual obligations for the city's public housing program, as per Bacoor Urban Development and Housing Board Resolution No. 12-S-2023

In response to this request, during the 73rd Regular Session on January 8, 2024, the Committee Chair, Hon. Alde Joselito F. Pagulayan provides the following report:

- On 10 July 2023, the City Government of Bacoor entered into a Memorandum of Agreement (MOA) with ICBC concerning housing projects for city employees, public school teachers, uniformed personnel, and other government employees stationed in Bacoor.
- The Bacoor Urban Development and Housing Board (CBUDHB) endorsed the termination of the MOA between the City Government of Bacoor and ICBC on December 12, 2023, due to ICBC's non-performance and negligence in meeting its obligations.
- On January 9, 2024, the Task Force for the 4PH program convened to discuss ICBC's failure to rectify the situation and recommended the termination of the MOA.

FINDINGS:

The City Government of Bacoor initiated a MOA with ICBC in July 2023 for housing projects for city employees. In December 2023, CBUDHB approved terminating the MOA due to ICBC's failure to perform and negligence. In January 2024, the Task Force for the 4PH program recommended terminating the MOA.



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RECOMMENDATION:

After thorough evaluation, the committee recommends the **APPROVAL** of the resolution regarding the revocation of City Resolution No. 2023-259.

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

Signed this 15th day of January 2024 at the City of Bacoor, Cavite.

Committee on Housing, Land Utilization and Urban Development



COUN. ALDE JOSELITO F. PAGULAYAN
Chairman



COUN. ADRIELITO G. GAWARAN
Vice Chairman



COUN. SIMPLICIO G. DOMINGUEZ
Member



COUN. ALEJANDRO F. GUTIERREZ
Member



Republic of the Philippines
PROVINCE OF CAVITE
City of Bacoor

Office of the Sangguniang Panlungsod
Received by: Jhinet Pring
Date: 6/19/2024
Time: 8:40 am

OFFICE OF THE SANGGUNIANG PANLUNGSOD

COMMITTEE ON HOUSING, LAND UTILIZATION
AND URBAN DEVELOPMENT

EXCERPT FROM THE MINUTES OF THE 73RD REGULAR SESSION
NO. HLUUD 052 S-2024

Subject: REQUEST OF ACTING MAYOR CATHERINE S. EVARISTO TO REVOKE CITY RESOLUTION NO. 2023-259 DUE TO THE ALLEGED FAILURE OF ICON CONSTRUCTION AND BUILDERS CORPORATION TO FULFILL ITS CONTRACTUAL OBLIGATIONS IN RELATION TO THE CITY GOVERNMENTS PUBLIC HOUSING PROGRAM PURSUANT TO BACOR URBAN DEVELOPMENT AND HOUSING BOARD RESOLUTION NO. 12-S-2023. (PCR 482-2023 dated 08 January 2024)


During the 73rd Regular Session of the 5th Sangguniang Panlungsod on January 8, 2024, chaired by President Pro-Tempore Hon. Reynaldo D. Palabrica, the council deliberated on Acting Mayor Catherine S. Evaristo's request to revoke City Resolution No. 2023-259 due to the alleged failure of Icon Construction and Builders Corporation (ICBC) to fulfill its contractual obligations regarding the city's public housing program, as stated in Bacoor Urban Development and Housing Board Resolution No. 12-S-2023.

The council unanimously agreed to suspend internal rules on the motion of Hon. Roberto L. Advincula, followed by the proposal of Hon. Alde Joselito F. Pagulayan for the APPROVAL of the item. This motion was unanimously seconded by the committee members, and the Acting Chair declared it approved.

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



PCR 482-2023 - REQUEST OF ACTING MAYOR CATHERINE S. EVARISTO TO REVOKE CITY RESOLUTION NO. 2023-259 DUE TO THE ALLEGED FAILURE OF ICON CONSTRUCTION AND BUILDERS CORPORATION TO FULFILL ITS CONTRACTUAL OBLIGATIONS IN RELATION TO THE CITY GOVERNMENT'S PUBLIC HOUSING PROGRAM PURSUANT TO BACCOOR URBAN DEVELOPMENT AND HOUSING BOARD RESOLUTION NO. 12-S-2023.



Republic of the Philippines
Province of Cavite
CITY OF BACCOOR

Office of the Mayor

CGBCR-MO-02-F03.00
10/20/2023

02 January 2024

HON. MICHAEL SOLIS
Acting City Vice Mayor / Presiding Officer
Sangguniang Panlungsod
City of Bacoor

OFFICE OF THE
SANGGUNIANG PANGLUNGSOD
RECEIVED
BY: RUTH
DATE: 10/20/23 TIME: 10:20 AM
BACCOOR CITY, CAVITE

Re: Request for Issuance of a Local Legislation Revoking City Resolution 2023-259

Dear Acting Vice Mayor,

This refers to the engagement of the City Government of Bacoor with ICON Constructions and Builder's Corporation (ICON for brevity) relative to a housing project for city employees and other government employees.

On 10 July 2023, the City Government of Bacoor through the City Mayor, as authorized by virtue of City Resolution No. 2023-259, and the ICON Construction and Builder's Corporation entered into an agreement for the construction and development of a housing project.

Among the obligations of the ICON are:

1. To submit the following documents within thirty (30) days after the signing of the Agreement:
 - a. Bill of Particulars of the complete technical and construction details of the PROJECT.
 - b. A complete proposed timeline of the project from the groundbreaking ceremony up to turnover.
 - c. Any additional documents that may be required by the LGU Bacoor in relation to the project submit the following documents
2. To closely coordinate with the LGU Bacoor for the project preparation and implementation including the conduct of pre-qualification of target beneficiaries.

On 12 September 2023, the City Government of Bacoor, through the City Administrator, wrote the ICON informing its failure to meet the above-cited critical provisions of the MOA and urging the said developer to rectify such breach within ten (10) days from receipt.

The ICON submitted its written response on 05 October 2023 assuring that it will comply with the requirements but requested ample time to do so. However, after the said October 5 letter, no other communication was received from the ICON as of this writing. The City neither received any documentary requirement, performance bond, and other deliverables which should also have been made 30 days after the signing of the



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Agreement as part of ICON's obligations under the MOA. The non-submissions clearly indicate the causes of termination.

Section 1 of Article VIII of the MOA provides for the circumstances where the LGU has the right to declare the Contractor in default, to wit:

- a. *Upon a breach by the Developer/Contractor of a material term of condition of this Agreement, including an unsatisfactory performance of the services; xxx*

Further, Section 3.A., Article VIII of the MOA provides for the causes of termination, to wit:

- a. *Failure of the Developer/Contractor to cure any cause of default stated in a Notice to Cure within the specified period;*
- b. *Failure of the Developer/Contractor to comply with any of its obligations stated in Article VIII of the Agreement; xxx*

To ensure that the city's housing plans and projects are implemented in a timely manner, the City of Bacoor Urban Development and Housing Board discussed the matter and approved Resolution No. 12, S. 2023 recommending for the cancellation of the agreement with the ICON due to the above-mentioned breach. Copy of the said CBUDHB Resolution is attached herewith for reference.

Considering the delay and non-performance of obligation on the part of the ICON which is inimical to the interest of the City Government and the beneficiaries of the supposed housing project, I respectfully endorse the matter to the esteemed members of the Sanggunian for appropriate action and issuance of a legislation revoking Resolution No. 2023-259 and thereby giving the City Mayor the right to enforce the termination of the agreement, and eventually allowing the City Government to partner with other developer which will fulfill the development of the intended housing project for government employees.

Thank you.

Respectfully,

HON. CATHERINE SABINO-EVARISTO
Acting City Mayor





Republic of the Philippines
Province of Cavite
CITY OF BACOOR

CITY OF BACOOR URBAN DEVELOPMENT AND HOUSING BOARD

CBUDHB RESOLUTION NO. 12 SERIES OF 2023

A RESOLUTION ENDORSING TO THE SANGGUNIANG PANLUNGSOD THE APPROVAL OF AUTHORITY OF THE HONORABLE STRIKE B. REVILLA, CITY MAYOR AND CHAIRMAN OF THE CITY OF BACOOR URBAN DEVELOPMENT AND HOUSING BOARD, TO TERMINATE 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 WHICH WAS MADE AND ENTERED ON 10 JULY 2023 AT BACOOR CITY, PROVINCE OF CAVITE

WHEREAS, Section 7 of City Ordinance No. 2013-025 states that the Board have the following functions:

1. Formulate policies and operational guidelines pertinent to the implementation of the city's shelter program;
2. Accredite originators for socialized housing projects to be put up in the city;
3. Review, approve and/or disapprove the city's housing project proposals;
4. Perform such other functions as may be necessary for the successful implementation of the housing program and projects of the city.

WHEREAS, the Department of Human Settlements and Urban Development (DHSUD) launched its flagship program in the year 2022: "Pambansang Pabahay Para sa Pilipino (4PH) Program" which aims to service the housing needs of the Philippines for over six million families by 2028.

WHEREAS, under Section 17 of Republic Act No. 7160 known as the Local Government Code of 1991, local government units shall provide basic services and facilities, including infrastructure facilities intended primarily to service the needs of its constituents and projects for low-cost housing;

WHEREAS, Republic Act No. 10160, also known as the Charter of City of Bacoor, mandates the City Government to provide basic services and ensure the provision of adequate facilities for its residents;

WHEREAS, by virtue of City Resolution No. 2023-291, the City Government of Bacoor entered into a Memorandum of Understanding with the Department of Human Settlements and Urban Development with regards to the Pambansang Pabahay Para sa Pilipino (4PH) Program;

WHEREAS, the City Government of Bacoor by virtue of City Resolution No. 2023-259 entered into a Memorandum of Agreement with Icon Construction and Builders



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Republic of the Philippines
Province of Cavite
CITY OF BACOOR

Corporation relative to the housing project for city employees, public school teachers, uniformed personnel, and other government employees from National Agencies stationed in Bacoor:

WHEREAS, Section 1 of Article VIII of the aforementioned Agreement provides for the circumstances where the LGU has the right to declare the Contractor in default, to wit:

- a. Upon breach by the DEVELOPER/CONTRACTOR of a material term or condition of this Agreement, including an unsatisfactory performance of the services

WHEREAS, Section 3 A of the same provides for the causes of termination, to wit:

- a. Failure of the Developer/Contractor to cure any cause of default stated in a Notice to Cure within the specified period;
- b. Failure of the Developer/Contractor to comply with any of its obligations stated in Article VIII of the Agreement

NOW THEREFORE, upon the motion of ATTY. AIMEE TORREFRANCA-NERI duly unanimously seconded and approved in a meeting of the Bacoor City Local Housing Board dated 12 December 2023 duly assembled at Strike Multipurpose Hall, Bacoor City Hall, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** to endorse to the Sangguniang Panlungsod the approval of authority of Honorable Strike B. Revilla, City Mayor and Chairman of the City of Bacoor Urban Development and Housing Board, to terminate 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 which was made and entered on 10 July 2023 at Bacoor City, Province of Cavite.

APPROVED THIS 12TH DAY OF DECEMBER 2023 BY THE BACOOR CITY LOCAL HOUSING BOARD AT THE CITY OF BACOOR PRESENT: WITH REPRESENTATIVE

- HON. ROWENA BAUTISTA-MENDIOLA City Vice Mayor - Vice Chairperson _____
- HON. ALDE JOSELITO PAGULAYAN Councilor - Member _____
- HON. RAMON BAUTISTA President Liga ng Barangay - Member _____
- ATTY. AIMEE TORREFRANCA-NERI City Administrator/OIC-HUDRD - Member *Aimee*
- MS. ROWENA ALCANTARA OIC - CPDC - Member *Rowena*
- MS. EMILIANA D. UGALDE Head of CSWD - Member _____
- ATTY. EDITH NAPALAN City Treasurer - Member _____
- MS. ELVINIA S. GUERRERO City Budget Officer - Member *Elvinia*
- ENGR. FELICITO R. MEJIA City Building Official - Member _____
- ENGR. ALLAN QUINATADCAN OIC - City Assessor - Member *Allan*
- ENGR. ARTHUR SAN JOSE Head of BZLDD - Member _____
- MS. CARMELITA GAWARAN Head of CLG - Member *Carmelita*



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CGBCR-SPBac-F005.00
10/20/2023



Republic of the Philippines
Province of Cavite
CITY OF BACOOR

ENGR. JICKY JUTBA *City Engineer - Member* _____

ATTY. KIM LOFRANCO OCLS - *Member* _____

DR. IVY MARIE YRATORZA *City Health Officer - Member* _____

MR. REGINALDO REVILLA *City Local Government Operations Officer* _____

MS. BABYLYN PAMBID *Bacoor Schools Division Superintendent* _____

PLTCOL JOHN PAOLO CARRACEDO *Chief of Police, Bacoor PNP* _____

MS. LEOVINA MANZANO - *Federation of the Urban Poor HOA in Bacoor City* _____

Prepared By

ATTY. AIMEE TORREFRANCA-NERI
*City Administrator / DIC-HUDRD /
CBUDHB Secretariat*

Approved By

HON. STRIKE B. REVILLA
City Mayor / CBUDHB Chairman



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Office of the Sangguniang Panlungsod

CITY RESOLUTION NO. 2023-259
Series of 2023

A 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.

Sponsored by:
Hon. Alde Joselito F. Pagulayan

Co-Sponsored by :

Hon. Roberto L. Advincula, Hon. Ramon N. Bautista, Hon. Simplicio G. Dominguez, Hon. Mac Raven Espiritu, Hon. Catherine Sarino-Evaristo, Hon. Reynaldo M. Fabian, Hon. Adrielito G. Gawaran, Hon. Alejandro F. Gutierrez, Hon. Victorio L. Guerrero, Jr., Hon. Rogelio M. Nolasco, Hon. Reynaldo D. Palabrica, Hon. Michael E. Solis, and Hon. Levy M. Tela.

WHEREAS, the City Government of Bacoor is committed to ensuring the welfare and well-being of its employees, including City employees, public school teachers, uniformed personnel, and other government employees from national agencies stationed in Bacoor;

WHEREAS, on 5 May 2023, the Office of the Sangguniang Panlungsod received a formal request from the Office of the Mayor, seeking authorization to enter into and sign a Memorandum of Agreement with ICON Construction and Builders' Corporation for the implementation of a housing project catering to the aforementioned employees;

WHEREAS, Republic Act No. 10160, also known as the Charter of the City of Bacoor, mandates the City Government to provide basic services and ensure the provision of adequate facilities for its residents;

WHEREAS, the right to adequate housing is recognized as a fundamental human right under the International

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ADRIELITO G. GAWARAN
City Councilor

HON. VICTORIO L. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCULA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAVEN ESPIRITU
SK Federation President

Attested by:
ATTY. KHALID A. ALGA, JR.
Sangguniang Panlungsod Secretary

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

Noted by:
HON. STRIKE B. REVILLA
City Mayor



Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-YARISTO
City Councilor

HON. MICHAEL F. SOLIS
City Councilor

HON. ABRIELITO G. GAWARAN
City Councilor

HON. VICTORIO I. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. GUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO L. ADVINCUA
City Councilor

HON. REYNALDO D. PALABRICA
City Councilor

HON. REYNALDO M. FABIAN
City Councilor

HON. ROGELIO M. NOLASCO
City Councilor

HON. ALDI JOSEFITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON N. BAUTISTA
Liga ng mga Barangay President

HON. MAC RAYEN ESPERITU
SK Federation President

Attested by:
ATTY. KHARID A. WITGA, JR.
Sangguniang Panlungsod Secretary

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

Noted by:
HON. STRINE R. REVILLA
City Mayor

Covenant on Economic, Social, and Cultural Rights, which was domesticated into Philippine law upon its ratification in 1974;

WHEREAS, ICON Construction and Builders' Corporation, a reputable construction corporation, has expressed its keen interest in collaborating with the City Government of Bacoor to bring to fruition the housing project for City employees, public school teachers, uniformed personnel, and other government employees stationed in Bacoor;

WHEREAS, under the proposed Memorandum of Agreement, the City Government of Bacoor shall acquire the necessary land for the housing project, while ICON Construction and Builders' Corporation shall undertake the development and construction of the housing units;

WHEREAS, the establishment of a housing project for government employees will contribute to the overall well-being, job satisfaction, and quality of life of the dedicated individuals serving the City Government and other government agencies;

WHEREAS, the availability of affordable housing options for City employees, public school teachers, uniformed personnel, and other government employees stationed in Bacoor will not only enhance their work-life balance but also foster a stronger sense of community and loyalty to the City;

WHEREAS, the provision of adequate housing through the said memorandum of agreement aligns with the City Government's commitment to deliver basic services that cater to the essential needs of its employees and the general public;

WHEREAS, Section 16 of Republic Act 7160, also known as the Local Government Code of 1991, emphasizes the promotion of general welfare as one of the primary responsibilities of the City Government;

WHEREAS, under the Local Government Code of 1991, the City Mayor shall represent the city in all its business transactions and sign on its behalf all contracts upon the authority of the Sangguniang Panlungsod. Moreover, no contract may be entered into by the local chief executive without the Sangguniang Panlungsod's prior authorization.



Republic of the Philippines

Province of Cavite

CITY OF BACOOR

Office of the Sangguniang Panlungsod

DISTRICT I

HON. CATHERINE SARINO-EVARISTO
City Councilor

HON. MICHAEL E. SOLIS
City Councilor

HON. ABRIELITO G. GAWARAN
City Councilor

HON. VICTORIO I. GUERRERO, JR.
City Councilor

HON. ALEJANDRO F. LUTIERREZ
City Councilor

HON. LEVY M. TELA
City Councilor

DISTRICT II

HON. ROBERTO I. ADVINCUA
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HON. REYNALDO M. LABIAN
City Councilor

HON. ROBERTO M. NOLASCO
City Councilor

HON. ALDE JOSELITO F. PAGULAYAN
City Councilor

HON. SIMPLICIO G. DOMINGUEZ
City Councilor

HON. RAMON A. BAUTISTA
Liga ng mga Barangay President

HON. MACRAVEN ESPERITU
SK Federation President

Attested by:

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

Certified by:

HON. ROWENA BAUTISTA-MENDIOLA
City Vice Mayor

Noted by:

HON. STRIKE B. REVILLA
City Mayor

NOW THEREFORE, upon motion of Hon. Victorio L. Guerrero, Jr., unanimously seconded by the rest of the Body, **BE IT RESOLVED AS IT IS HEREBY RESOLVED** by the 5th Sangguniang Panlungsod of the City of Bacoor, Cavite to authorize 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.

RESOLVED LASTLY, to furnish ICON Construction and Builders' Corporation, the University of the Philippines Office of the National Administrative Register (UP-ONAR), and other government agencies concerned with copies of this Resolution.

APPROVED on the 22nd day of May 2023 at the City of Bacoor, Cavite by the Sangguniang Panlungsod of the City of Bacoor.

I hereby certify that the foregoing Resolution is true and correct and that it was passed in accordance with the law.

Certified by:

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

Attested by:

ATTY. KHALID A. ATEGA JR.
Sangguniang Panlungsod Secretary

Noted by:

HON. STRIKE B. REVILLA
City Mayor

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 Panglungsod 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

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 panlungsod or pursuant to law or 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

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

III. RESPONSIBILITIES OF THE LGU BACCOOR

1 The **LGU BACCOOR** shall assist the **ICON CONSTRUCTION** in processing and securing the necessary permits in the construction of the proposed Vertical Housing Project at the subject property

2 The **LGU BACCOOR** 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 BACCOOR**;

3 The **LGU BACCOOR**, 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 BACCOOR** 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 BACCOOR**, 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 BACCOOR**, 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 BACCOOR**, 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 BACCOOR** 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

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.

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.

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 BACCOOR & 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 BACCOOR 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

NAME	COMPETENT EVIDENCE OF IDENTITY / I.D. NUMBER	DATE/PLACE ISSUED
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STRIKE B. REVILLA

IVAN ALEXEI A. TADEO

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

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 _____