



COMMITTEE ON PUBLIC WORKS AND HIGHWAYS  
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

**JOINT COMMITTEE REPORT**

NO. ENR 013-S-2024

Office of the Sangguniang Panlungsod  
Received by *[Signature]*  
Date: *12/11/2024*  
Time: *4:02 pm*

Subject: *"A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3, CONCERNING THE ENHANCEMENT OF THE EXISTING DRAINAGE SYSTEM IN BARANGAY TALABA 3, BACOOR CITY, CAVITE". (PCR 709-2024 dated November 11, 2024).*

The joint committee hearing was held on December 05, 2024 at 11:00 am. It was presided over by the Committee on Public Works and Highways Chairman, Hon. Levy M. Tela.

**FINDINGS:**

As shown in a sketch plan of the drainage system (see attached file), the City of Bacoor has an existing drainage system in Barangay Talaba 3; this system is considered an essential component of this agreement.

In line with the terms and conditions of this agreement, Filinvest Land Inc. has committed to providing support and covering a portion of the costs associated with improving the drainage.

Improvements to the drainage system that runs through Barangay Talaba 3 will include the following activities:

1. Dredging and clean-up of the creek located in Barangay Talaba 3.
2. Widening of Canals along the Sydney Oasis perimeter in accordance with the Sketch Plan attached as Annex "D".





With the assistance of the Barangay and Filinvest Land Inc., the City will be principally responsible for the construction and improvement of the drainage in compliance with the terms of this agreement.

Dredging the creek and supervising the construction process until it is finished will be the responsibility of the city, through its City Engineering Office. This will guarantee adherence to construction plans and standards and handle any issues that may come up during any stage of the project. Throughout the project's execution, it will also guarantee appropriate collaboration with FLI, the barangay, and any other stakeholders that might be impacted.

FLI will be guided by the barangay while they build the canals around Sydney Oasis's border. Furthermore, throughout project activities, the barangay will organize volunteers to help the construction crew with ancillary duties including traffic control and local residents' safety.

According to Section A of this MOA, FLI will be responsible for the work necessary to enlarge the canals around Sydney Oasis. It will create plans and pay for some of the costs associated with the drainage work.

**RECOMMENDATION:**

In light of the urgent need for the city to handle flood management in Barangay Talaba 3 and FLI has committed to carrying out specific drainage projects and covering a share of the related expenses as part of its corporate social responsibility. The goal of this partnership is to improve public safety and welfare in the City of Bacoor while also reducing frequent flooding.

In view of the foregoing, the Committee respectfully recommends that the proposed resolution mentioned above be **APPROVED**.






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

Signed this \_\_\_\_ day of December 2024 at the City of Bacoor, Cavite.

**COMMITTEE ON PUBLIC WORKS AND HIGHWAYS**


  
\_\_\_\_\_  
COUN. LEVY M. TELA  
Chairman

  
\_\_\_\_\_  
COUN. ROBERTO D. ADVINCULA  
Vice Chairman

  
\_\_\_\_\_  
COUN. MICHAEL E. SOLIS  
Member

  
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COUN. ROGELIO M. NOLASCO  
Member

**COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES**

  
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Member

  
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COUN. ADRIENTOIG. GAWARAN  
Member

JOINT COMMITTEE REPORT NO. PWH-013-S-2024  
PCR 709-2024 FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3





COMMITTEE ON PUBLIC WORKS AND HIGHWAYS  
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

JOINT COMMITTEE MINUTES  
NO. ENR 013-S-2024

Office of the Sangguniang Panlungsod  
Received by: Janet Palang  
Date: 12/5/2024  
Time: 4:02 PM

Subject: ***"A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3, CONCERNING THE ENHANCEMENT OF THE EXISTING DRAINAGE SYSTEM IN BARANGAY TALABA 3, BACOOR CITY, CAVITE". (PCR 709-2024 dated November 11, 2024).***

The joint committee hearing was executed on December 5, 2024, 11:09 a.m. at the Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy. Bayanan, City of Bacoor, Cavite. It was presided over by Chairman, Hon. Levy M. Tela, Committee on Public Works and Highways, Committee on Rules and Privileges, Laws and Ordinances as sub-committee

Members Present:

Hon. Reynaldo Palabrica	-	Chairman, CRPLO
Hon. Rogelio Nolasco	-	Member CRPLO
Hon. Michael Solis	-	Member PWH

Also Present:

Atty. Salve Valenciano	-	CLSO
Rhowena D. Alcantara	-	CPDC-OIC
Engr. Michael A. Jimenez	-	CEO
Hon. Emmanuel Trinidad	-	Punong Barangay Talaba 3
Murphy N. Pakingan	-	Barangay Kagawad
Benigno Abrenica	-	Barangay Kagawad
Hendry R. Caguial	-	Barangay Kagawad
Catherine D. Macabugao	-	Barangay Secretary
Ciferishcy Badiola	-	Filinvest Land Inc
Alma Marmita	-	Filinvest Land Inc
Nilo S. Beriña	-	Filinvest Land Inc
Jolle D. Cruz	-	Filinvest Land Inc
Al Pocholo I. Matias	-	Filinvest Land Inc

JOINT COMMITTEE MINUTES NO. PWH 013-S-2024  
PCR 709-2024 FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3





Coun. Tela: "A resolution authorizing the city mayor to sign a memorandum of agreement on behalf of the City Government of Bacoor with Filinvest Land, Inc. And Barangay Government of Talaba 3, concerning the enhancement of the existing drainage system in Barangay Talaba 3, Bacoor City, Cavite. It's now court to order. For the record may I acknowledge the presence of honorable city councilor from District 2 councilor Rogelio Nolasco and Councilor Rey Palabrica. Could you please introduce yourself, resource person?"

Coun. Tela: "By the way I am sure that you read already our memorandum of agreement na naipasa na sa inyo. Lalo na sa Filinvest Land Inc. May we get your suggestion and opinion regarding the MOA."

Ms. Badiola: "Yes Sir, the MOA is in between the LGUs, the city government of Bacoor, the local government of Barangay Talaba III and Filinvest Land. So the MOA covers the initiatives of Filinvest to help you address the flooding issue in Barangay Talaba III. So, there are two activities. One is to cleanup of the creek and dredging, which is based on the MOA, Mr. Chair, it is a part of LGUs responsibility and two will be widening of the canal, which is FLI's responsibility, Sir. So the city engineering, sir, gave us the design, and we discussed already the costing, sir, earlier, before we proceed here, and then we agreed, sir on the costing that will be part of the MOA, sir, as part of Annex E. So Filinvest will be the one to award, implement, and the LGU will monitor the construction and completion of the project. Basically, that is our MOA Sir."

Coun. Tela: "Need po natin na maging presence ang city engineering dahil kausap Ninyo ang city engineering office. By the way nandito naman sa MOA ang ating pinag usapan at the same time ng Barangay Talaba III. Na anumang responsibility ninyo dito at I guide din ninyo ang Filinvest dito. Di ba ho? Ano po ang masasabi ninyo sa MOA na ito, Kap?"

Kap. Trinidad: "Sa amin naman po sa Talaba III, ang sa amin naman po ay maging maayos iyung pag sasagawa ng drainage, para naman po hindi kami maiipit sa mga darating na pag ulan at pagbaha. Kami kasi ang number One na bagsakan ng tubig dun. Tulad nung nakaraang baha na umabot hanggang leeg sa amin. So sa amin lang po na sa likod ng Filinvest at sa barangay na maiayos ang drainage po. Iyun lang po iyung sa amin."

Coun. Tela: "Nakalagay naman po sa obligation of the barangay, barangay shall guide the Filinvest in the construction of canal along the perimeter during project activities, such as traffic management and ensuring the safety of the residents in the area. Okay, that's it, right? Nakalagay po dito iyung length o haba ng Almost 200 plus meters."

Ms. Badiola: "264.56 meters."





Coun. Tela: "Totoo naman iyung sinabi ni Kap na beneficiaries na mapupunta sa Talaba III at the same time hind lang sa Talaba III iyung mga vicinity ng Talaba III, mas maganda nga po na maayos iyung drainage dun sa Talaba III. Maari ring maapektuhan din ang Zapote. During ng inspection naming ni Coun. Bok sa aming monitoring team. Nakita naming iyung very narrow and low area at kailangan po talangang refract at hindi na daanan ng tao. Maganda po itong project na ito at very thankful to you sa Filinvest at malapit din naman ata iyung properties ninyo dun at maaring maapektuhan, kaya tayo ay tulong tulong. Kaya lang gusto kong makuha iyung suggestion ng Engineering. Kasi ang Engineering department ang kausap ninyo dito". Sa city planning ano po ang masasabi ninyo?"

Ms. Alcantara: "Sa planning po ok naman po ito na magkaroon ng tamang drainage system dun sa Talaba III kasi nga po binabaha na although nasa master plan naman ito at mag issue naman po kami ng certification dito, iyun lang po."

Coun. Tela: "Narito na rin po ang representative ng engineering si Eng. Mike. Ano ang opinion mo regarding these project?"

Engr. Mike: "Kasi po Sir, nagkausap na po kami kanina at na assess na po namin at sila na po ang mag implement nu at monitoring na lang ang opisina. Ang implementation po ay sila at mag award sila pong lahat. Mag ce certify na lang po kami pag natapos na po ang project."

Coun. Palabrica: "We express our gratitude to Filinvest Land Inc. Kasi dito ninyo gagawin ang inyong social responsibility ah corporate social responsibility activity through dredging, tutulongan Ninyo kami sa our mitigation effort dun sa flooding problem sa Bacoor. Maraming salamat po sa inyo. Sa Engineering may tanong lang ako dito sa MOA. sinasabi rito the city through its engineering office shall be responsible for the dredging of the creek and overseeing the construction activities until its completion to ensure compliance with construction standards and plans and address any challenges that may arise during any phase of the construction. It shall also ensure proper coordination with FLI, the barangay and other stakeholders as may be affected throughout the project implementation. Sabi mo kanina supervisory lang kayo at monitoring. Sa MOA dredging ay inyo."

Engr. Mike: "Actually sir canal lang po ang gagawin, wala pong dredging na aayusin dun. Kasi po ang planong pinakita sa amin, mag construct lang tayo ng canal papuntang out poll."

Coun. Palabrica: "Walang dredging activity? Engr. Mike replied: "wala po dredging activity na implement sa plan ni represent sa amin."

Coun. Palabrica: "Kung walang dredging activity, how come, there say a provision specifying...."





Engr. Mike: "Excuse me po! As per plan lang po iyung ni represent nilang plano na Nakita ko po kanina na iyung dating ginawa naming, canal lang po iyun."

Coun. Palabrica: "Nag-usap na ba kayo? Nag meeting na ba kayo, regarding this proposal. O ngayon lang kayo nagkita? Parang hindi pa kayo nagkakaintindihan."

Ms. Badiola: "Napag usapan po namin ni engr. iyun pong na mention ko kanina na dalawa pong.....Coun. Asked who is engineer? Then she replied that engineer Mike. Actually, po iyung napag usapan po namin is yung number 2, which is the construction of canal, kasi meron pa kasi sir na previously iyung during previous meeting na I dredge po iyung creek, parang clean up drive at dredging and it's a part of responsibility ng LGU. Iyung number 2 po iyung opening...iyung construction engr. Martinez."

Coun. Palabrica: "Coverage your activities will be like this, gagawan Ninyo ng canal. I construct Ninyo iyung gilid ng cana,!"

Ms. Badiola: "Sa amin po iyun sir, awarding, everything po, execution, costing and payment, Pag finance po ng project. Pero iyung cleanup sir, meron daw pong previous discussion before na that will be the responsibility of LGU."

Coun. Palabrica: "Kasi kung walang commitment si engineering, regarding dredging bakit nilagay pa natin ito sa MOA? Dapat alisin natin ito."

Ms. Badiola: "I'm not sure, sir if engineer Martinez is a part of discussion previously, sir!"

Coun. Palabrica: "What is your reaction regarding the statement of FLI?"

Engr. Mike: "I refer po natin kay engr. Jinky regarding this matter, sir."

Coun. Palabrica: "Ok...Question lang, na inspect na ba Ninyo ang area na ito?"

Engr. Mike: "Yes, sir! sa canal po."

Coun. Palabrica: "So what is your recommendation there shall be a dredging activity or no need?"

Engr. Mike: "Ang na inspection ko diyan yung sa canal alone. Minimal dredging lang Sir."

Coun. Palabrica: "Kung minimal dredging activity, kaya ninyo?"

Engr. Mike: "Kaya naman siguro ng office natin."

Coun. Palabrica: "Kaya, hindi pwedeng siguro kailangang sigurado, kasi this is a memorandum of agreement all the specification, and provision written this agreement shall be perform. Kaya tinatanong ko sa inyo kung kaya at kung hindi kaya alisin natin, kasi mag co commit tayo sa hindi natin kaya, so duon tayo sa dapat kaya natin, di ba? So, kaya!"





Engr. Mike: "Yes! Kaya natin."

Coun. Palabrica: "So hindi na natin aalisin. Thank you very engineer for your commitment. Isa pa, iyung Barangay, Kap. Manny, sabi dito that the barangay shall guide the FLI, and the construction of the canal along the perimeter of Sydney oasis, additionally barangay shall mobilize volunteer to assist construction team with peripheral pax during activities such as traffic management and securing the safety of resident of the area. Meaning habang nag construct sila dun, meron kayong tao na nag a-assist dun, kung merong traffic problem, kayo yung....sa inyo yun at siyempre security rin both sa mga nag ta trabaho at mga residente at saka sa mga gamit. Siyempre may mga equipment silang dadalhin diyan at baka mapitikan tayo ng mga bakal, ng semento atbp, nakakahiya sa Filinvest. So kaya ito Kap, hindi kailangan ng pulis?"

Kap. Manny: "Opo, kaya po."

Coun. Palabrica: "Also Mr. Chair. Letter E sa agreement, The City shall grant incentives to FLI for all the expenses incurred by the latter in relation to this Agreement. The incentive shall only be granted after completion of the Drainage Works mentioned in Section A of this Agreement. Madam if I may ask you po, ano po yung.....nagkausap na po ba kayo ni Mayor regarding this? ano ba ang commitment...siyempre nakalagay dito incentives, not specified kung anong incentives, what kind of incentives?"

Ms. Badiola: "Actually sir, na discussed na ng City Admin dito na kailangan i course thru po ito sa another department ng LGU sir, which is the iyun pong parang investment something."

Coun. Palabrica: "Atty. Bambie please help us regarding these incentives at anong office po ang binabanggit?"

Atty. Bambie: "Regarding po sa incentives actually I relay ko lang po amg naging background for the letter po na inindorse sa amin ng city admin office ang letter po ng Filinvest na nakalagay po dun na they are requesting for a tax incentive. However, ang recommendation po naming sa city administrator, parang hindi kakayanin iyung tax incentive...tax credit incentives. Meron po kaming ordinance ma'am CSR ordinance ng Bacoor, however sa ordinance po hindi po ito nagbibigay ng fiscal incentives. Kung gusto po natin ng tax relief, halimbawa iyun po exchange ninyo ng inyong CSR project for City of Bacoor medyo hindi po siya mag fall dun. However, meron din pong ordinance ang atin pong LGU local incentives investment code, dun po nakalagay na pwede pong magbigay ng mga fiscal incentives and non-fiscal incentives. When it's come po dun sa tax credit na hinihingi po ninyo ang pwede pong mag decide ay ating local Incentive and investment board. Baka po yun po yung na mentioned ni Admin. Which is headed of the City Mayor. Sa amin po as offices concern hindi pa po







klaro kung anong incentive ang gusto then if ever po it will course thru po dun upon sa discussion of the approval of the board."

Coun. Palabrica: "Tanungin natin ang FLI kung ano ang gusto nila incentives."

Ms. Badiola: "Actually sir, iyun request po naming incentives, nung minention nga po na kailangan I course thru po sa certain department na yun, I think kung ano pong kaya ng LGU as long as may something po ng credit sa Filinvest."

Coun. Palabrica: "Kasi siyempre limited tayo dun sa scope sa mga batas na existing Ordinances natin na grant of incentives. Meron naming isang body of committee na nag ha handle niyan. Ano ang tawag dun Atty.?"

Atty Bambie: "Local Investment Incentives Board."

Coun. Palabrica: "Siguro dito sa letter E. if FLI will agree imbis na "Shall" ang gagamitin natin May" kasi subject for the approval deliberation of approval of LIIB ok lang po ba sa inyo?" Instead of "shall" "may" grant incentives, ok lang ba sa inyo Ma'am?

Ms. Badiola: "I think Sir! We can naman po but we have to consult na lang po dun sa legal naming din, kasi eto po kasi na clear na po kasi ito ng legal namin at legal ng LGU Sir, si Atty."

Coun. Palabrica: "Ang concern lang naman namin, ako personally ang concern ko ko mag co commit si LGU tapos wala dun sa existing ordinances na incentives, we will be violating our own ordinance. Just to be safe, hindi namin pinagkakait itong incentives, we are really wanted granted the incentives for your voluntarism dito sa Bacoor, ang ano lang po naming para safe dun sa mga terminology. Hindi naming pinagdadamat at ibibigay namin ang aming kaya ayon sa existing ordinances kaya mas safe lang ang ilalagay natin instead of "shall" ilalagay natin "may".

Ms. Badiola: "Sige Sir! can we habit clear with our legal lang po, iyung na mention naman po Ninyo Sir, iyung mga ordinances, we are ok kung ang base po dun sa mga existing ordinance city."

Coun. Palabrica: "Atty Bambie what is your response or reaction?"

Atty. Bambie: "Yung dumaan po sa amin yung MOA, our recommendation po is to replace the word "shall" to with the word "may", again in respect po dun po dun sa magiging deliberation and approval ng ating LIIB or nung board headed by the city Mayor. Again, siguro po reiterate ko lang po ng position ng ating councilor na first thing foremost we are thankful po sa FLI, iyung good activity po ninyo for the benefit of Bacooreño, especially po iyung residence po ng ating Barangay. And again iyung specific po na incentives pwedeng maibigay ni LGU medyo di pa po clear as of this moment, siguro po it would in tell pa po for further discussion between the executive





FLI, board and city Mayor. Sa atin naman pong ordinance, ang fiscal incentives na ibinibigay base po sa ating ordinance, may nakalagay po dito na exception from local business taxes pursuant to the local government code and exemption from payment of the various local fees again as maybe recommended by the board in favor of the investment. Dito po may criteria lang na na mention atleast 300 employees. Anyway, again po tingin naman po natin the board po will grant or ano man po ang mapag uusapan, kung ito man po, kung intend naman po request is fiscal incentives.

Coun. Palabrica: "That is correct, limited tayo sa fees kasi tungkol naman sa taxes lalo na iyung real property taxes, mali rin tayo sa national kasi, hindi rin tayo pwedeng magsarili ng grant, ang pwede lang nating I grant pagka ganyan iyung mga penalties lang, pero ang principal amount ng taxes hindi natin pwedeng bawasan yan limited tayo niyan sa authority ng local government unit. So sa mga fees madali iyun, kaya kung ok lang sa inyo, that I suggesting the word "shall" will be replacing the word "may" kung ok lang. So on letter H, naman sabi dito, INDEMNITY CLAUSE, The City of Bacoor and the Barangay shall hold FLI free and harmless from any liability or daim of demand, that may arise in the performance of its obligations under this Agreement including acts or omissions committed therein by its personnel so assigned, whether civil, administrative, or criminal further assuming, any and all such damages, liabilities or responsibilities. For this purpose, FLI shall be absolved, freed, and discharged absolutely and unconditionally from such liability, claim, demand or action. Ang isa ko lang naman dito iyung apprehension baka yung worker or performer ng FLI, baka magloko dun sa area so may liability kung baka parang sinadya (kung di sinasadya walang problema) kung sadya dun magkakaproblema, medyo may concern lang ako sa mga bagay na yun. May I ask the opinion of Atty. Bambi."

Atty. Bambi: "Thank you po Mr. Chair. With regard with the indemnity clause our office recommended deletion of particular clause, again hindi naman po sa nag eexpect tayo ng disgrasya, hopefully wala po yan. Pero if ever na mag arise again this is a joint project naman kung baka parang makikita natin the plan is ...tama po na originated to engineering office ng LGU iyung construction po. Ang recommendation po naming is deletion of section H.

Ms. Badiola: "Sir! Kasi eto sir has been reviewed by the city legal and our legal, so ang expectation naming sir, since it was endorse already for a resolution to authorized Mayor Strike, reviewed na po siya and agreed upon both parties, LGU and FLI so my expectation sir the MOA is final already, if there are concern sir, we have got back to you to consult our legal."

Coun. Palabrica: "Wala naming ano...sinisiguro lang natin ang nakasulat para both parties, to be fair and just to both parties. Kasi minsan pag ganitong mga general term na tinatawag ang ginagamit parang maraming kahulugan. Pero anyway wala naman sigurong mangyayari dito, hindi naman natin ini expect iyun. In case na may mangyari, af magkaproblema dun ikaw ang bahala ha, ikaw ang makisig diyan, asahan naming





ang gisig mo diyan at mga kagawad. Siguro wala naming problema Atty. Dito. Not unless iyung pangyayari kumbaga, kasi may mga pangyayari sa construction na may nag aaway, iyung ang hindi natin mako cover dito sa indemnity clause, kung baga sa mga personal na ng mga worker natin. So FLI labas na dun at magiging personal na ang charges dun. Iyun lang naman ang concern ko po, hindi ko sinasabing pananagutin ang FLI kung may mangyari kungdi depende sa sitwasyon at noble naman intension ng both parties ang LGU, Barangay at FLI noble naming magawa lang itong project na ito at pinasasalamatang talaga ng labis ito, laking pero ito at hindi biro ito, malaking pera din ang gagastusin ng FLI. Na raised ko lang po iyun at not necessarily n aini imposed namin dito sa sangguniang panlungsod, for discussion purposes para lang mas malinaw lang, because we will granting the authority to the mayor to sign before this propose agreement, trabaho naman naming iyun I review muna, kahit na review na nila kailangang I final review dito sa sangguniang panglungsod, that is the power of legislative body, iyun lang naman ang...ano ko pero wala akong...I do not push for deletion but just for elaborate and specified iyung mga activities."

Atty Bambie: "Question lang po sa FLI, hindi lang po na mention ano po ang time table natin dito sa project po. How may months po iyung project para aware lang po."

Mr. Cruz: "90 days po. 90 calendars days...3 months max po."

Coun. Palabrica: "Ang bilis ninyo. Mr. Chair, tanong ko lang sa barangay, iyun bang canal na gagawin may mga structure ba na nadun na kailangang tanggalin para hindi mahirapan ang FLI saka iyung access nila papunta dun sa site."

Kap. Manny: "Kung meron po konti lang dahil iyung existing na canal dun na natakpan ng ibang bahay, in that case kami na ang bahala dun."

Coun. Palabrica: "Paano ang mga bahay tatanggalin yun? Siyempre!"

Kap. Manny: "Meron naman po konti bahay na natakpan."

Coun. Palabrica: "Paano iyung bahay dun, tatanggalin iyun, of course."

Kap. Manny: "Aware naman sila dun at iyung iba bigla naming nagtayo dun at aware naman sila na maalis sila dun. Pero ilan lang naman po iyun."

Coun. Palabrica: "Kasi Mr. Chair, The problem will arise halimbawa gagawin na ano, kagawad excuse me, maaring may problemang lumutang diyan kasi kung may nakatira diyan tapos darating si FLI at gagawin nila, baka magkaroon ng magkainitan diyan, kasi siyempre parang I demolish mo yung bahay, so what will be the course of action of barangay, kasi dapat pagdating ng FLI clear na siya, gagawin na lang siya, Kasi ang kanilang time table is only 90 days, sa 230 meters, mabilis iyun. So maaring ma delay ang project nila, got remental the part of the city, most probably sa FLI din, hahaba iyung papaswelduhin nila, malaking abala. So kailangang clear na iyung area ng construction. So kaya tinanong ko iyung mga structure kasi, it should be the responsibility of barangay. Ano ang masasabi Ninyo tungkol diyan?"





Kap. Manny: "Dun po sa ano sapag construct ng drainage, iyung drainage na papuntang sa gilid niya, papuntang ilog."

Coun. Palabrica: "Nagkakaindihan ba iyung FLI at sa barangay atsaka engineering dun sa gagawin? Baka mamaya ibang version ni Kap, ibang version sa engineering, iba rin ang version ng FLI I am talking about the same propose canal site. Existing ito palalaparin ng FLI, Sir! So papaano paano gagawin?"

Kap. Manny: "Meron dun kapiraso at nakalipat na sa Naic iyun at aalis na lang sila dun, nakausap naman naming sila dun, deretsong ilog iyun eh. Iyun lang iyung may bahay na tatamaan dun papauntang ilog. Pero sa mismong drainage wala naman po. Derederetso lang po iyun."

Coun. Palabrica: "Pero may isang structure na sinasabi ni Kagawad. So kailangang clear iyun."

Kap. Manny: "Kaylan po kaya iyun mauumpisahan? Iyun din ang itatanong ko sa FLI, kailan kayo supposed to be mag start, definitely the request of the Mayor the authority will approved this Monday. So ibig sabihin start na tayo ng construction. Para malaman na rin ng barangay at may coordination kayo, sa January ba tayo mag start, Coun. Palabrica said."

Ms. Badiola: "Sir, We are looking for I think third of January, we have to awarded pa Sir."

Coun. Palabrica: "Gusto lang naming malaman just for preparation of the site para ma clear siya, so third week of January is the target date of start of the project, sa barangay dapat ngayon pa lang, one month, mas maganda mas mahaba pa umpisahan ninyo na, i record ninyo na, papirmahan ninyo na, kasi baka magkapwersahan pa pagdating ng oras, mas mainam na klaro na ang lahat, papirmahan na ninyo sa barangay na voluntarily dismantle na na nila iyung structure. Importante iyung iyung term na voluntary ha, kasi siguro we will seek the help of legal office para mag provide sila ng document para pipirmahan ng mga nakatira dun ng maapektuhan, kaya naman Kap."

Kap. Manny: "Matagal naman po yung na relocate sa Naic for so many years naman nilang nagamit iyun at podadalhan naming sila ng sulat, kakausapin naming."

Coun. Palabrica: "Dalaw kayo sa opisina ng legal para tulungan kayo sa documenting pipirmahan, mas maganda kung tagalog version para lalong maitindihan, tapos ipa notarized natin. Kasi nakakahiya sa kanila at sila ang magbibigay sa atin ng project, napakaling pera iyung gagastusin nila diyan, tapos magkakaproblema during construction hindi maganda iyun. We will see to it that start of the project walang problema hanggang matapos. Kap, mga kagawad tapatan, kaya ba? Kap. Manny and kagawad replied: kaya po, mas maganda nga po ang inyong suggestion na kukuha kami sa legal office at if ever po na meron silang question, mas maganda iyung meron kaming ipapakita na ganung pirmado."

JOINT COMMITTEE MINUTES NO. PWH 013-S-2024

PCR 709-2024 FILINVEST LAND, INC., AND BARANGAY GOVERNMENT OF TALABA 3



Address: Bacoor Legislative and Disaster Resilience Bldg.,  
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: (046)417-0727  
Website: www.bacoorcitisp.com



Cert. no. 24/181809



Coun. Palabrica: "Kung sakaling magawa ito, gaano kalapad ito engineer? Eng. Mike replied: "1.5 width, 1.2 depth."

Coun. Nolasco: "Magtanong lang sa engineering, kay engineer Mike. Napansin ko iyung manhole cover framing, so kasi iyung iniimplement natin ngayon, iyung paglalagay ng manhole cover, meron tayong angular both side dun sa gilid ng cover. Parehas silang may angular, parang dito iyun lang cover ang may framing eh."

Engr. Mike: "Kasi konsi nag papa submit pa po kami ng detail estimate nila, yes konsi noted po."

Atty Bambi: "Yes po, meron lang po sana iyung kaugnay po kanina sa request po, para po dun sa clearing kung meron pong structure na nakatayo dun sa gagawin, siguro po Kap. Makahingi po kami ng copu kung ilan pong residente ito, tapos list po ng pangalan, para po ma verify natin sa housing department kung sila po ay nakapag issue ng certificate na kung talagang relocated na po sa Naic then we have all the right talagang paalisin na sila dun."

Kagawad: "Pwede pong magtanong kung ang gagawin sa ilog ay reprop or box Colbert? Kasi po pag box Colbert magkakaroon po kami ng problema, kasi po iyung residente ng Zapote I at Talaba III magbabahay at ganun po ang mangyayari at pwede pang layuan ng squatter iyung mga gilid po."

Coun. Palabrica: "Alam ninyo, eto iyung sa totoong buhay ha..nakalagay sa local government code trabaho ng barangay na ipatupad iyung anti squatting law ngayon pag may structure na nagtayo dyan ibig sabihin, merong pagkukulang sap ag perform ng responsibility ng barangay, pwede naming kayong suspendihin dito sa sanggunian. Dapat walang magtatayo, trabaho ninyo yun."

Kap. Manny: "Sa ngayon po Mr. Chair, iyun pong madadali dun sa gilid ng ilog kusina lang at CR, iyun yung inaano ng urban na iyung iba hindi napasama dun sap ag relocate kasi nga medyo malayo dun. kaya kusina lang at CR ang tatamaan. Kaya 11 lang ang napapunta dun sa Naic at iyung iba nanundin. So napagusapan din naming ni Sir. Jinky na kung pwede I reprop po iyung mailagay dun sa ilog at iyung ang napagusapan naming ni Sir Jinky na reprop ang ilagay at hindi Colbert."

Coun. Palabrica: "Ipapacomfirm natin iyung statement mo sa FLI, kasi sila ang gagastos, ano ba ito, reprop type at kasama ba sa design ninyo iyun?"

Coun. Tela: "Ayon sa planning kay Ms. Weng at wala naming magiging problema at bibigayn naman tayo ng certificate at sa FLI well coordination naman tayo sa city engineering at the same time lagi naman present ang barangay dun sa inyong gagawin kung medyo may pagkakataon na hindi maganda at lagi namang present ang barangay. Kaya well coordinate lang po sakasakali iyung mga tao ng FLI sa kanila. Sana po iyung inyong proposal na 90 days ay magawa na rin po para sa susunod na baha meron na pong control. Magiging maganda po ito dahil sa widening at dredging





Republic of the Philippines  
Province of Cavite

# CITY OF BACOOR

OFFICE OF THE SANGGUNIANG PANLUNGSOD **BAGONG PILIPINAS**



CCBCR-SPBac-F01.01  
05/30/2024

Seal of Good Local Governance  
2023 Awardee  
7 YEARS IN A ROW

ng ating canal, hindi lang po Talaba III kungdi ang nasasakupan ng Zapote at kalapit barangay, iyan po kasi ang daloy papuntang manila bay, meron pa po bang idadagdag regarding this matter.”

Ms. Badiola: “We would like to get the commitment of the barangay for the SB resolution para ma complete naming iyun MOA, authorizing barangay captain to sign the agreement lang po.”

Kap. Manny: “Sige po, wala pong problema dun.”

Coun. Palabica also explained and replied regarding FLI request to prepare a resolution with Sangguniang Barangay and suggest to consult city legal for this matter.

The committee hearing was adjourned at 2:03 pm.

Prepared by

**ELENA B. SOMBRANO**  
Local Legislative Staff Asst 1

Attested by

**COUN. LEVY M. TELA**  
Chairman

JOINT COMMITTEE MINUTES NO. PWH 013-S-2024  
PCR 709-2024 FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3



Address: Bacoor Legislative and Disaster Resilience Bldg.,  
Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
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Website: www.bacoorcitysp.com



Cert. no. 24/181809



Office of the Sangguniang Panlungsod  
Received by: Janet Priya  
Date: 6 JAN 2024  
Time: f. Orpin

COMMITTEE ON PUBLIC WORKS AND HIGHWAYS  
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

**NOTICE OF JOINT COMMITTEE HEARING**

(PROOF OF RECEIPT)

(December 5, 2024 11:00 AM)

(Sangguniang Panlungsod Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: **A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOR WITH FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3, CONCERNING THE ENHANCEMENT OF THE EXISTING DRAINAGE SYSTEM IN BARANGAY TALABA 3, BACOR CITY, CAVITE. (PCR 709-2024 dated November 11, 2024).**

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
KIMBERLY FLACIDES	FLI - RESIDENTIAL BUSINESS GROUP	09562710810	<i>[Signature]</i> 12/2/24
ANTONIO S. LIM	OCLS	09164737712	<i>[Signature]</i> 12/3/2024
MATTHEW JASON M. FORDERA	CPOC		<i>[Signature]</i> 12/3/2024
Cecilia Jimenez	CEO	9814138	<i>[Signature]</i> 12/3/2024
FENDIE S. JAVEN	ZONING	0991780 1953	<i>[Signature]</i> 12/03/2024
DANDY DE GUZMAN	SP	1924-864-0945	<i>[Signature]</i> 12/03/2024
GINA MIRANDES	SP	09201279301	<i>[Signature]</i> 12/3/2024
MIA RAFAELLA SORIANO	SP		<i>[Signature]</i> 12/03/24
Mig Bawaran	SP		<i>[Signature]</i> 17/03/24
Ltn Amorita	SP		<i>[Signature]</i> 12/3/24

NOTICE OF JOINT COMMITTEE HEARING NO. PWH 013-S-2024  
PCR 709-2024 FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3



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Bacoor Blvd., Brgy Bayanan, City of Bacoor, Cavite  
Trunkline: (046)417-0727  
Website: www.bacoorcitysp.com









Office of the Sangguniang Panlungsod  
Received by: Janet Prijo  
Date: 05 JAN 2024  
4:02 PM

COMMITTEE ON PUBLIC WORKS AND HIGHWAYS  
COMMITTEE ON RULES AND PRIVILEGES, LAWS AND ORDINANCES

**ATTENDANCE OF JOINT COMMITTEE HEARING**  
**(PROOF OF RECEIPT)**

(December 5, 2024 11:00 AM)

(Sangguniang Panlungsod Session Hall, 6th floor, Bacoor Legislative & Disaster Resilience Building, Bacoor Government Center, Bacoor Boulevard, Brgy Bayanan, City of Bacoor, Cavite)

Subject: *A RESOLUTION AUTHORIZING THE CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT ON BEHALF OF THE CITY GOVERNMENT OF BACOOR WITH FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3, CONCERNING THE ENHANCEMENT OF THE EXISTING DRAINAGE SYSTEM IN BARANGAY TALABA 3, BACOOR CITY, CAVITE. (PCR 709-2024 dated November 11, 2024).*

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
Hon. Levy M. Tela			
Hon. Roberto L. Advincula			
Hon. Michael E. Solis			
Hon. Rogelio M. Nolasco			
Hon. Reynaldo Palabrica			
Hon. Alejandro F. Gutierrez			
Hon. Adrielito G. Gawaran			
Valve Valenciano	OCLG		
EMMANUEL TRINIDAD	talaba 3	0968379906	
CATERISHOY BADIOLA	FILINVEST	89173847118	

ATTENDANCE OF JOINT COMMITTEE HEARING NO. PWH 013-S-2024  
PCR 709-2024 FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3



SCAN ME





Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**  
OFFICE OF THE SANGGUNIANG PANLUNGSOD



CGBCR-SPBac-F01.01  
05/30/2024  
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2023 Awardee  
7 years in a row!

Office of the Sangguniang Panlungsod  
Received by: Joseph Abing Jr.  
Date: 12/5/24  
Time: 4:07 pm

NAME	BUSINESS/OFFICE AFFILIATION	CONTACT NUMBER	SIGNATURE/DATE
ALMA S. MARMITA	TU - PD	09611102365	[Signature] 12/5/24
NILO S. BETAÑA	FLI - PERMITT	09213817888	[Signature]
JUVE D. QUIZ	FLI - SPI	0915-5994770	[Signature]
AL FERRER P. MATIAS	FLI - SPI	0923-129-4828	[Signature]
Rhoren D. Alcantara	CPDC	0979-934-6410	[Signature]
Murphy N. Pakingan	Talaba 3	0999304829	[Signature]
Benigno Abrenica	Talaba 3	09325463969	[Signature]
Catherina D. Macabugao	Talaba 3	09912005746	[Signature]
Hendry R. Caguial	Talaba 3	09954312683	[Signature]
MICHAEL A. JIMENEZ	CEO	0942673225	[Signature]

ATTENDANCE OF JOINT COMMITTEE HEARING NO. PWH 013-S-2024  
PCR 709-2024 FILINVEST LAND, INC. AND BARANGAY GOVERNMENT OF TALABA 3

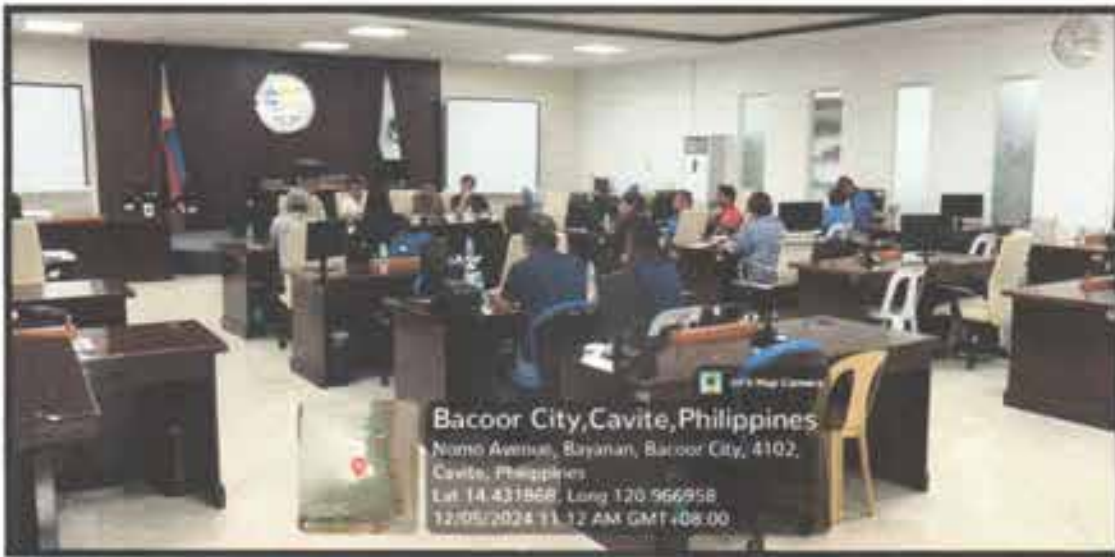
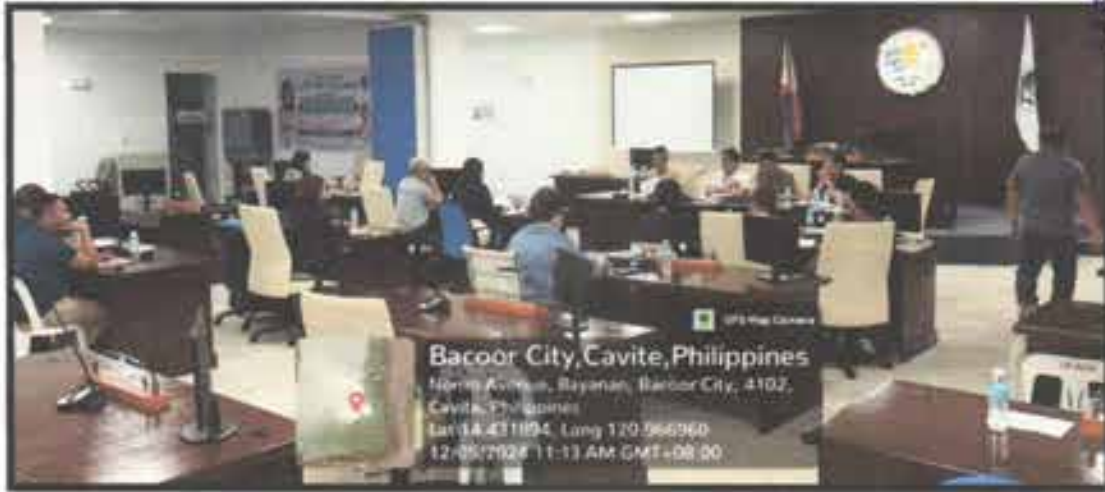


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Bacoor Blvd., Brgy. Bayanan, City of Bacoor, Cavite  
Trunkline: (048)417-0727  
Website: www.bacoorcitysp.com





Office of the Sangguniang Panlungsod  
Received by: *Joselyn Pineda*  
**10 6 JAN 2024**  
*9:00 am*



SCAN ME





Republic of the Philippines  
Province of Cavite  
**CITY OF BACOR**  
CITY ADMINISTRATOR'S OFFICE



## ENDORSEMENT

OFFICE OF THE  
SANGGUNIANG PANLUNGSOD  
RECEIVED  
BY: RUTH *[Signature]*  
DATE: 11/5/24 TIME: 8:35  
BACOR CITY, CAVITE

- FOR** : **HON. CATHERINE SARINO-EVARISTO**  
*Acting City Vice Mayor and Presiding Officer*
- THRU** : **ATTY. KHALID A. ATEGA**  
*Sangguniang Panlungsod Secretary  
Office of the Sangguniang Panlungsod*
- SUBJECT** : **REQUEST FOR THE ISSUANCE OF A CITY RESOLUTION**  
*AUTHORIZING THE ACTING CITY MAYOR TO SIGN A MEMORANDUM OF AGREEMENT WITH FILINVEST LAND, INC.*
- DATE** : **4 November 2024**

In view of the City's urgent need to address flood control within Barangay Talaba 3, it is respectfully requested that your Honorable Office issue a Resolution authorizing the Acting City Mayor to execute and sign a Memorandum of Agreement ("MOA") with Filinvest Land, Inc. ("FLI") concerning the enhancement of the existing drainage system in Barangay Talaba 3.

The proposed MOA delineates the responsibilities of the City, FLI, and Barangay Talaba 3 to coordinate and perform necessary drainage improvements, including the dredging of the creek and the widening of canals. FLI has agreed, as part of its corporate social responsibility, to undertake certain drainage works and to shoulder a portion of the associated costs. This collaboration is intended to alleviate recurrent flooding and to enhance public safety and welfare within the City of Bacoor.

Accordingly, it is imperative that this Resolution be passed to enable the Acting City Mayor to formalize and execute the MOA on behalf of the City, thereby facilitating the prompt commencement of this Project.

Respectfully submitted for your consideration.

In Pursuit of Public Safety and Resilience of Bacooreños.

**ATTY. AIMEE TORREFRANCA-NERI**  
*City Administrator*



Address: Bacoor Government Center, Bacoor Blvd,  
City, Barangay, City of Bacoor, Cavite  
Trunkline: 434-1111  
Website: [www.bacoor.gov.ph](http://www.bacoor.gov.ph)



## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("MOA" or the "Agreement") is made and executed this \_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_, by and between:

MARY AVEROSE VALDERRAMA  
Filinvest Land Inc

**FILINVEST LAND INC.**, a corporation duly organized and existing under the laws of the Republic of the Philippines, with principal office address at Filinvest Building, 79 EDSA, Highway Hills, Mandaluyong City, represented herein by its First Vice President, **MARY AVEROSE VALDERRAMA**, whose authority is evidenced by Secretary's Certificate dated \_\_\_\_\_, a copy of which is herein attached as Annex "A", and hereinafter referred to as "FLI."

**LOCAL GOVERNMENT OF BARANGAY TALABA 3**, a local government unit duly existing under the laws of the Republic of the Philippines which conducts its affairs at Talaba 3, City of Bacoor, Cavite, duly represented herein by its Punong Barangay, **HON. EMMANUEL T. TRINIDAD**, duly authorized to enter into this Agreement pursuant to Sangguniang Barangay Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, a copy of which is herein attached as Annex "B", and hereinafter referred to as "BARANGAY."

- and -

STRIKE B. REVILLA  
City Mayor

**CITY GOVERNMENT OF BACOOOR**, a local government unit duly existing under the laws of the Republic of the Philippines with principal address Bacoor Government Center, Bacoor Boulevard, Bayanan, City of Bacoor, represented by its City Mayor, **HON. STRIKE B. REVILLA**, duly authorized to enter into this MOA pursuant to Sangguniang Parlunsod Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, a copy of which is attached as Annex "C", and hereinafter referred to as "CITY" or "CITY OF BACOOOR."

Each of FLI, the BARANGAY, and the CITY may hereinafter be referred to as a "Party," and collectively as "Parties."

### RECITALS:

EMMANUEL TRINIDAD  
Punong Barangay, Talaba 3

WHEREAS, the City of Bacoor has an existing Drainage System ("Drainage") located in Barangay Talaba 3, as delineated in a sketch plan of the Drainage attached hereto as Annex "D" (the "Sketch Plan") and is deemed an integral part of this Agreement;

WHEREAS, the City of Bacoor intends to construct improvements on the said Drainage and has requested the assistance of FLI to undertake this development project intended to address flood control requirements in the Barangay and the City as well;

WHEREAS, FLI has agreed to render assistance and to shoulder certain expenses in the improvement of the Drainage in accordance with the terms and conditions of this Agreement;

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

- A. **DRAINAGE WORKS.** The Drainage System that passes through Barangay Talaba 3 shall undergo improvement which involves the following:

- I. Dredging of the creek located in Barangay Talaba 3 (the "creek");

2. Widening of Canals along the Sydney Oasis perimeter in accordance with the Sketch Plan attached as Annex "D".

- B. **OBLIGATIONS OF THE CITY AND THE BARANGAY.** The construction and improvement of the Drainage shall primarily be undertaken by the CITY with the support of the BARANGAY and FLI in accordance with the provisions of this Agreement.
1. The CITY, through its City Engineering Office, shall be responsible for the dredging of the creek and overseeing the construction activities until its completion to ensure compliance with construction standards and plans, and address any challenges that may arise during any phase of the construction. It shall also ensure proper coordination with FLI, the BARANGAY, and other stakeholders as may be affected throughout the project implementation.
  2. The BARANGAY shall guide FLI in the construction of the canals along the perimeter of Sydney Oasis. Additionally, the BARANGAY shall mobilize volunteers to assist the construction team with peripheral tasks during project activities, such as traffic management and ensuring the safety of residents in the area.
- C. **OBLIGATIONS OF FLI.** FLI shall be in-charge of the works for the widening of the canals along the perimeter of Sydney Oasis in accordance with Section A of this MOA. It will prepare plans and shoulder certain expenses for the Drainage works and related expenses. This initiative will be part of the FLI's corporate social responsibility activities. A copy of the construction and program of works, including cost requirements, is attached herewith as Annex "E" and shall form part of this Agreement.
- D. **PERMITS, TAXES, FEES, AND EXPENSES.** Except as otherwise provided under Section C of this Agreement, all fees, taxes, costs, charges, and expenses involved in the Drainage Works shall be the sole liability of the CITY. The CITY shall also be responsible for securing all necessary permits and approvals needed for the Drainage Works.
- E. **INCENTIVE.** The CITY shall grant incentives to FLI for all the expenses incurred by the latter in relation to this Agreement. The incentive shall only be granted after completion of the Drainage Works mentioned in Section A of this Agreement.
- F. **MUTUAL COOPERATION.** The Parties undertake to perform all acts and execute such agreements or instruments necessary for the purpose of implementing this Agreement.
- G. **EFFECTIVITY ON SUCCESSORS AND ASSIGNS.** The respective rights and obligations of the Parties under this Agreement shall inure to the benefit of, and be binding upon, their successors-in-interest and assigns.
- H. **INDEMNITY CLAUSE.** The City of Bacoor and the Barangay shall hold FLI free and harmless from any liability or claim of demand, that may arise in the performance of its obligations under this Agreement including acts or omissions committed therein by its personnel so assigned, whether civil, administrative, or criminal further assuming, any and all such damages, liabilities or responsibilities. For this purpose, FLI shall be absolved, freed, and discharged absolutely and unconditionally from such liability, claim, demand or action.
- I. **ENTIRE AGREEMENT.** This Agreement constitutes the full, complete, and exclusive understanding between the Parties on the subject matter and supersedes any and all

representations, correspondences, understanding, or agreement, verbal or written, implied or express, between the Parties. This Agreement may only be amended upon the mutual written agreement of the parties in accordance with Section J.

- J. **AMENDMENTS.** Any modification or amendment to this Agreement shall be in writing and duly executed by FLI, the CITY and the BARANGAY. It shall be attached to and form part of this MOA.
- K. **SEPARABILITY.** If any term, provision, or condition of this Agreement or the application thereof, is subsequently declared invalid, contrary to law, or unenforceable, by a court of competent jurisdiction, the validity of the terms, provisions, or conditions not affected by such declaration shall remain valid and binding upon the Parties. The Parties shall, however, use their best efforts to agree on the replacement of the void, illegal, or unenforceable provision(s) with legally acceptable clauses that approximate as closely as possible the sense and purpose of the affected provision.
- L. **VENUE OVER DISPUTES.** Any judicial action in connection with any conflict, claim, or controversy between the parties hereto arising out of, or in connection, with this Agreement shall be brought before the proper court of Mandaluyong City or the City of Bacoor, Cavite, at the option of the complainant.
- M. **GOVERNING LAW.** This Agreement and its provisions shall be governed by, interpreted, and implemented in accordance with the laws of the Philippines.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Agreement on the date and at the place first written above.

CITY GOVERNMENT OF BACOR

by:

HON. STRIKE REVILLA  
Mayor

FILINVEST LAND, INC.

by:

MARY AVEROSE VALDERRAMA  
First Vice President

LOCAL GOVERNMENT OF BARANGAY  
TALABA 3

by:

HON. EMMANUEL TRINIDAD  
Punong Barangay

Signed In The Presence Of:

\_\_\_\_\_

\_\_\_\_\_

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES )  
 ) S.S.

BEFORE ME, a Notary Public for and in the above jurisdiction, on \_\_\_\_\_ personally appeared the following individuals with their respective competent evidence of identity, bearing their photographs and signatures:

Name	Competent Proof of Identity	Date and Place of Issue
Mary Averose Valderramma <i>(in her capacity as the Authorized Representative of Filinvest Land, Inc.)</i>		
Hon. Strike Revilla <i>(in his capacity as Mayor of the City of Bacoor)</i>		
Hon. Emannuel Trinidad <i>(in his capacity as Punong Barangay of Barangay Talaba 3)</i>		

known to me to be the same persons who executed the foregoing Memorandum of Agreement, which consists of \_\_\_\_\_ (\_\_\_) pages, including its annexes and the page whereon this acknowledgment is written, and they acknowledged to me that the same is their free and voluntary act and deed as well as that of the corporation and government entities herein represented.

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

Doc. No. \_\_\_\_\_  
Page No. \_\_\_\_\_  
Book No. \_\_\_\_\_  
Series of 2024.



11495

July 1, 2024

HON. STRIKE REVILLA  
City Mayor  
City Government of Bacoor  
Bacoor City Hall, Bacoor Blvd, Bacoor, Cavite

OFFICE OF THE CITY ADMINISTRATOR  
RECORDED BY: RLM/P  
DATE: 7/3/24 11:29 am  
(632) 551-4542 LOCAL 425

Thru : **ATTY. AIMEE TORREFRANCA-NERI**  
Office of the City Administrator

Re : Construction of Drainage System for Barangay Talaba 3

Dear Hon. Revilla:

Greetings!

We write on behalf of Filinvest Land, Inc. ("FLI") in response to the proposal of the Office of the City Engineer of Bacoor for the construction of a Drainage System ("Drainage") at Barangay Talaba 3 which is adjacent to Sydney Oasis Bacoor, a Project of FLI. In a meeting last June 5, 2024 between FLI and the officials of the Office of the City Engineer of Bacoor, the latter proposed the construction of the Drainage which shall flow to the creek of Barangay Talaba 3 ("Barangay").

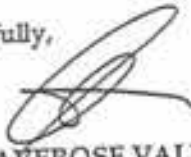
FLI understands that the Drainage shall be for the benefit of the constituents of the Barangay to address their issues with flooding. Thus, as part of its Corporate Social Responsibility and subject to the execution of a definitive agreement between FLI and Barangay Talaba 3, FLI agrees to construct and to shoulder expenses for the construction of the Drainage with a length of 264.56 meters as shown of the plans and parameters provided by the City Engineer. FLI will also donate FIFTY THOUSAND PESOS (Php50,000.00) to the Barangay to be used as meal budget for the volunteers in the clean-up and dredging of the creek.

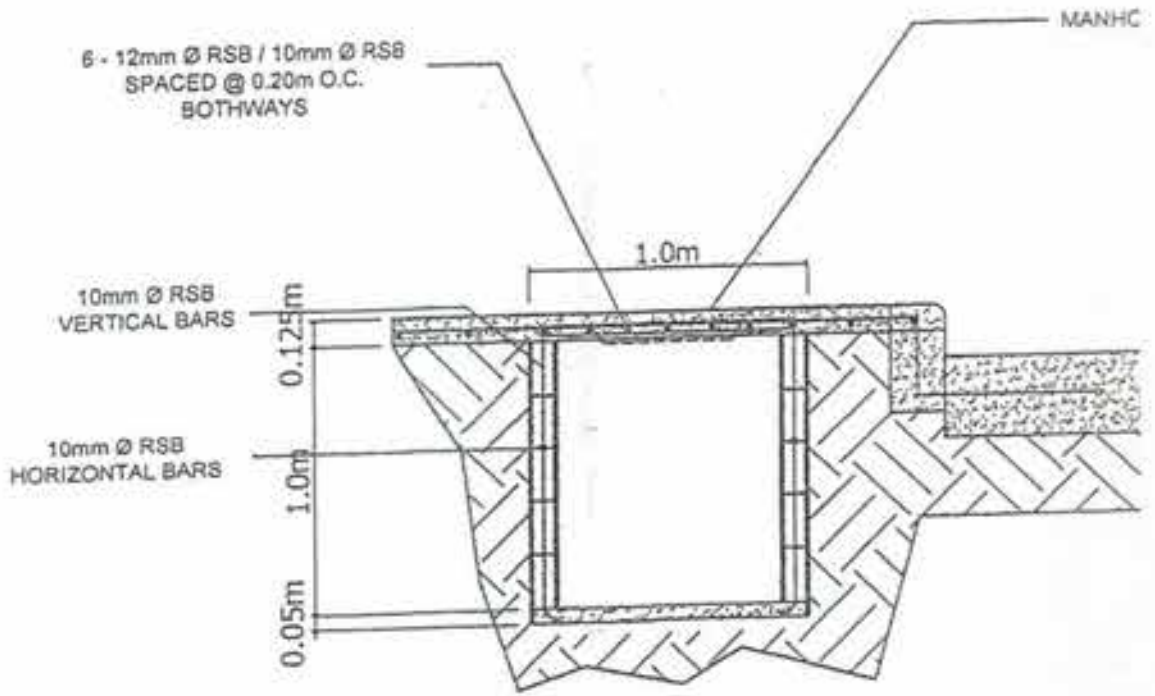
In line with the expenses for the Drainage, FLI respectfully requests that it be granted tax credit incentive for the full drainage construction amount in accordance with the applicable ordinance of the City of Bacoor.

FLI expresses its willingness to work with the City of Bacoor in addressing the flooding problem of the Barangay through the improvement of its Drainage System.

Thank you.

Respectfully,

  
**MARY AVEROSE VALDERRAMA**  
Regional General Manager - NCR  
Filinvest Land Inc.



**CANAL DETAILS**



Republic of the Philippines  
PROVINCE OF CAVITE  
**CITY OF BACOOR**  
CITY ENGINEERING OFFICE

PROJECT TITLE:

PRE

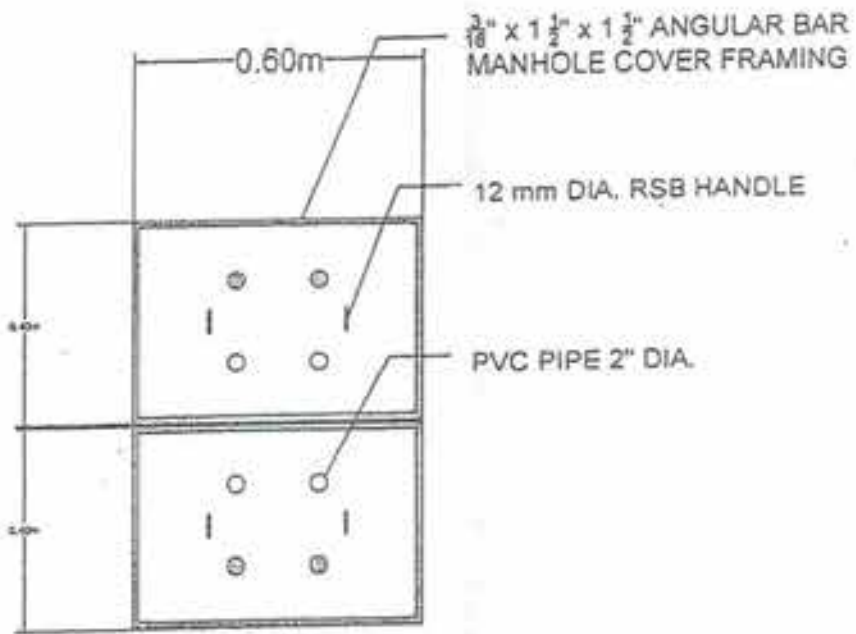
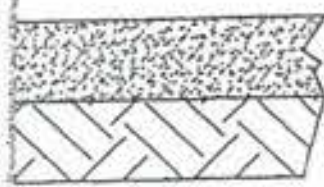
CONSTRUCTION OF DRAINAGE CANAL

BRGY. TALABA III, BACOOR CITY, CAVITE

Ma. Conce

LOCATION

4.0m

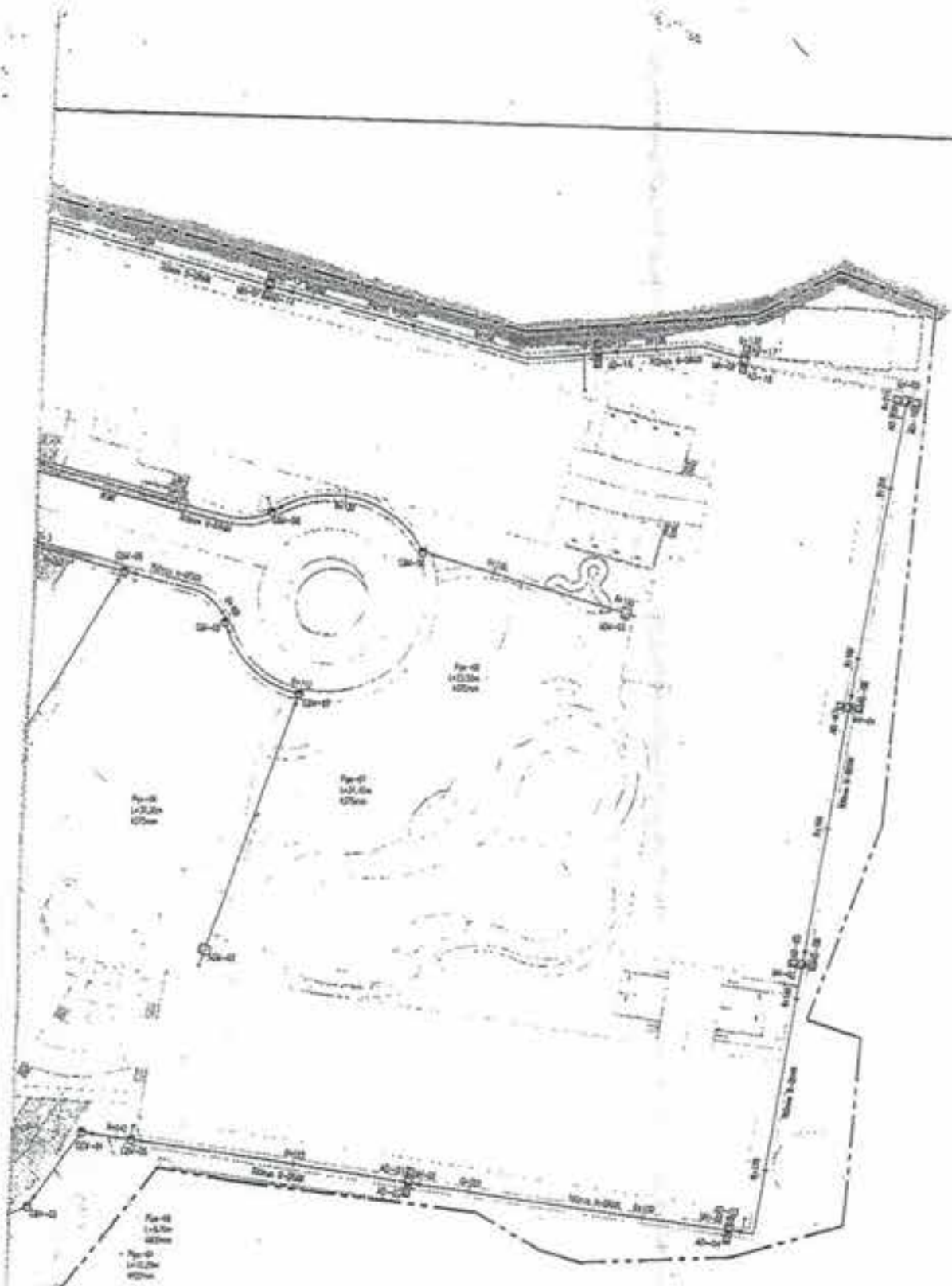


MAN HOLE COVER DETAILS

SECTION

BY:	CHECKED BY:	RECOMMENDING APPROVAL:	APPROVED BY:	SHEET NO
Don De Castro	Julius Darrell L. Gomez	Jicky D. Jutba	Hon. Strike B. Revilla	1
PROJECT #	ASSISTANT DEPARTMENT HEAD	CITY ENGINEER	CITY MAYOR	





1 STORM DRAINAGE LAYOUT  
 1/4" = 1'-0" SCALE

STATUS	
DESIGNED BY	DR. H. R. ...
CHECKED BY	J. C. ...
APPROVED BY	M. J. ...
DATE	MAY 2003

PROJECT NO. 03-01 SHEET NO. 101	DESIGN BY	RED	MAY 2003	APPROVED BY DATE
	DRAWN BY	J. C.	MAY 2003	
	CHECKED BY	J. C.	MAY 2003	
	APPROVED BY	M. J. / P. M.	MAY 2003	

CONTRACT NO. 03-01



Republic of the Philippines  
Province of Cavite  
**CITY OF BACOOR**  
OFFICE OF THE CITY ENGINEER



CGBCR-CEO-F14.01  
04/05/2024

2024

CONSTRUCTION OF DRAINAGE CANAL  
AT TALABA 3, CITY OF BACOOR

ITEM 1: GENERAL REQUIREMENTS

LABOR & MATERIALS

A. TEMPORARY FACILITIES	⊙ P	30,000.00	P	30,000.00
B. MOBILIZATION / DEMOBILIZATION		50,000.00		50,000.00
C. UTILITIES ( ELECTRICAL & WATER CONSUMPTION )		30,000.00		30,000.00
D. PROJECT SIGNAGE				

MATERIALS

1.00 set	Tarpaulin	⊙ P	2,560.00	P	2,560.00
1.00 pc.	Ordinary Plywood, 1/2"	⊙	555.00		555.00
4.00 bd.ft	Form Lumber, 1/2" x 2" x 8'	⊙	53.00		212.00
8.00 bd.ft	Form Lumber, 2" x 3" x 10'	⊙	53.00		424.00
10.00 bd.ft	Form Lumber, 2" x 3" x 8'	⊙	53.00		530.00
0.50 kg.	Assorted CWN	⊙	107.00		53.50

P 4,334.50

LABOR & EQUIPMENT

1.00 lot			P	2,100.00
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SUB - TOTAL P 6,434.50

E. OCCUPATIONAL SAFETY AND HEALTH PROGRAM

LABOR & MATERIALS

1.00 lot	OCCUPATIONAL SAFETY AND HEALTH PROGRAM	⊙ P	30,000.00	P	30,000.00
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SUB - TOTAL P 146,434.50

ITEM 2: SITE PREPARATION

SITE CLEARING / HAULING WORKS/ REMOVAL OF OBSTRUCTION / WASTE DISPOSAL

LABOR & EQUIPMENT

1.00	Construction Foreman	18.00 days	⊙ P	600.00	P	10,800.00
8.00	Skilled workers	18.00 days	⊙	450.00		64,800.00
12.00	Laborers	18.00 days	⊙	350.00		75,600.00
1.00	Elf truck	18.00 days	⊙	1,500.00		27,000.00

P 178,200.00

SUB - TOTAL P 178,200.00

ITEM 3: EXCAVATION / CONCRETE BREAKING / HAULING WORKS

LABOR & EQUIPMENT

1.00	Construction Foreman	21.00 days	⊙ P	600.00	P	12,600.00
8.00	Skilled workers	21.00 days	⊙	450.00		75,600.00
12.00	Laborers	21.00 days	⊙	350.00		88,200.00
1.00	Backhoe	21.00 days	⊙	19,200.00		403,200.00
1.00	Jack hammer w/ compressor	21.00 days	⊙	5,400.00		117,600.00
1.00	Dump truck	21.00 days	⊙	8,000.00		168,000.00

P 865,200.00

SUB - TOTAL P 865,200.00

ITEM 4: CONCRETE WORKS

MATERIALS

820.00	bags	Portland Cement	@ P	296.00 P	242,720.00
58.00	m3	White Sand	@	925.00	53,650.00
86.00	m3	Gravel 3/4"	@	1,700.00	146,200.00
50.00	pcs	2" x 6" C-Purlins	@	2,263.00	113,150.00
418.00	pcs	RSB, 16mm Ø	@	505.00	211,090.00
1,320.00	pcs	RSB, 12mm Ø	@	285.00	376,200.00
85.00	pcs	Angle Bar 2" x 2" x 1/4"	@	1,331.00	113,135.00
20.00	pcs	PVC Pipe, 2" dia.	@	174.00	3,480.00
4.00	pcs	Grinding Disc	@	146.00	584.00
6.00	pcs	Cutting Disc 4"	@	150.00	900.00
4.00	pcs	Cutting Disc 14"	@	376.00	1,504.00
1.00	box	Welding Rod	@	2,541.00	2,541.00
3.00	gals	Epoxy Primer	@	893.00	2,679.00
2.00	gals	Lacquer Thinner	@	827.00	1,654.00
6.00	pcs	Paint Brush 2"	@	43.00	344.00
20.00	kgs	Tie-Wire	@	110.00	2,200.00
12.00	kgs	Stapa Cotton-Waste	@	68.00	816.00
					<u>1,272,847.00</u>

LABOR

1.00	Construction Foreman	36.00 days	@ P	600.00 P	21,600.00
12.00	Skilled workers	36.00 days	@	450.00	194,400.00
18.00	Labores	36.00 days	@	350.00	226,800.00
					<u>442,800.00</u>

EQUIPMENT

1.00	Bagger Mixer	32.00 days	@ P	1,500.00 P	48,000.00
					<u>48,000.00</u>

SUB - TOTAL P 1,743,647.00

ITEM 5: FORMWORKS

MATERIALS

100.00	pcs	Penolia Board 1/2"	@ P	1,885.00 P	188,500.00
1,800.00	bdft	2" x 2" Cocolumber	@	31.00	55,800.00
2,100.00	bdft	2" x 3" Cocolumber	@	31.00	65,100.00
100.00	m	Wide Plastic Covering (Lona)	@	120.00	12,000.00
4.00	box	Assorted C.W.Nails	@	2,910.00	11,640.00
1.00	lot	Scaffolding / H-Frame	@	20,000.00	20,000.00
					<u>353,040.00</u>

LABOR


1.00	Construction Foreman	20.00 days	@ P	600.00 P	12,000.00
6.00	Skilled workers	20.00 days	@	450.00	54,000.00
8.00	Labores	20.00 days	@	350.00	56,000.00
					<u>122,000.00</u>

SUB - TOTAL P 475,040.00

S U M M A R Y

ITEM	SCOPE OF WORKS	MATERIALS	LABOR/EQUIP.	TOTAL
1.00	GENERAL REQUIREMENTS	P	P	
	A. TEMPORARY FACILITIES	-	30,000.00	30,000.00
	B. MOBILIZATION / DEMOBILIZATION	-	50,000.00	50,000.00
	C. UTILITIES ( ELECTRICAL & WATER CONSUMPTION )	-	30,000.00	30,000.00
	D. PROJECT SIGNAGE	4,334.50	2,100.00	6,434.50
	E. OCCUPATIONAL SAFETY AND HEALTH PROGRAM	-	30,000.00	30,000.00
2.00	SITE PREPARATION	-	178,200.00	178,200.00
3.00	EXCAVATION / CONCRETE BREAKING / HAULING WORKS	-	865,200.00	865,200.00
4.00	CONCRETE WORKS	1,272,847.00	490,800.00	1,763,647.00
5.00	FORMWORKS	353,040.00	122,000.00	475,040.00
		<u>P</u>	<u>P</u>	<u>P</u>
		1,630,221.50	1,798,300.00	3,428,521.50
	DIRECT COST			P 3,428,521.50
	15% OCM			514,278.23
	10% CGP			342,852.15
	5% VAT			214,282.59
	TOTAL PROJECT COST			P 4,499,934.47
				say 4,500,000.00


Prepared by :

  
MICHAEL A. JIMENEZ  
Engineer III

Recommending Approval

  
JULIUS DARRELL L. GOMEZ  
Assistant Department Head

Approved by :

  
JISK D. JUTBA  
City Engineer



